Filing Company: Pacific Life Insurance Company State Tracking Number:

Company Tracking Number: P12TRF, P12TRI, & P12TRS

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: P12TRF, P12TRI, & P12TRS

Project Name/Number: P12TRF, P12TRI, & P12TRS/

Filing at a Glance

Company: Pacific Life Insurance Company

Product Name: P12TRF, P12TRI, & P12TRS SERFF Tr Num: PALD-128402264 State: Arkansas

TOI: L04I Individual Life - Term SERFF Status: Closed-Approved- State Tr Num:

Closed

Sub-TOI: L04I.103 Renewable - Single Life - Co Tr Num: P12TRF, P12TRI, & State Status: Approved-Closed

Fixed/Indeterminate Premium P12TRS

Filing Type: Form Reviewer(s): Linda Bird

Author: Hong Do Disposition Date: 07/12/2012

Date Submitted: 05/29/2012 Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: P12TRF, P12TRI, & P12TRS Status of Filing in Domicile: Pending

Project Number: Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments:

Explanation for Combination/Other:

Submission Type: New Submission

Market Type: Individual Individual Market Type:

Overall Rate Impact: Filing Status Changed: 07/12/2012
State Status Changed: 06/08/2012

Deemer Date: Created By: Hong Do

Submitted By: Hong Do Corresponding Filing Tracking Number:

Filing Description:

NAIC # 00067466 FEIN # 95-1079000

May 25, 2012

Mr. Dan Honey
Policy Form Filings, Life Arkansas Department of Insurance

1200 W. Third Street

Filing Company: Pacific Life Insurance Company State Tracking Number:

Company Tracking Number: P12TRF, P12TRI, & P12TRS

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name:P12TRF, P12TRI, & P12TRSProject Name/Number:P12TRF, P12TRI, & P12TRS/

Little Rock, AR 72201-1904

RE: P12TRF, Level Premium Term Life Insurance P12TRI, Level Premium Term Life Insurance P12TRS, Level Premium Term Life Insurance

R12TPF, Waiver of Premium Rider R12TPI, Waiver of Premium Rider R12TPS, Waiver of Premium Rider

R12TTI, Accelerated Death Benefit Rider for Terminal Illness

Dear Mr Honey:

We are submitting the above referenced individual (non-group) life insurance forms in final print for your approval. The policies and riders are new forms, which do not replace any previously approved forms.

Policies

Policy forms P12TRF, P12TRI, and P12TRS are level premium term life insurance policies that have guaranteed level premium period durations of 10, 15, 20, and 30 years, different underwriting classes, and conversion periods. The conversion period for the 10-year guaranteed level premium duration is 5 years or attained age 65. The conversion period for the 15, 20, and 30-year guaranteed level premium durations is the earlier of 10 years or attained age 65. There are differences among the policy forms. For example, policy form P12TRF contains a Partial Conversion provision, whereas, forms P12TRI and P12TRS do not offer this provision. Additionally, the policy forms are priced differently, based on the method of underwriting.

Riders

Rider forms R12TPF, R12TPI, and R12TPS provide for a waiver of premium benefit when the insured is totally disabled.

- Rider form R12TPF is available for use with policy form P12TRF. The issue ages for this rider are 18-55.
- Rider form R12TPI is available for use with policy form P12TRI. The issue ages for this rider are 18-55.
- Rider form R12TPS is available for use with policy form P12TRS. The issue ages for this rider are 18-45.

Rider form R12TTI is a rider that allows the policyowner to receive a portion of the policy's proceeds while the insured is living if the insured has been diagnosed with an irreversible terminal illness and has a live expectancy of 12 months are less. The rider is available for use with policies forms P12TRF, P12TRI, and P12TRS.

Filing Company: Pacific Life Insurance Company State Tracking Number:

Company Tracking Number: P12TRF, P12TRI, & P12TRS

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: P12TRF, P12TRI, & P12TRS

Project Name/Number: P12TRF, P12TRI, & P12TRS/

The following pertain to this submission:

- Statements of Variability are enclosed. We certify any change or modification to a variable item shall be administered in accordance with the requirements of your state.
- The policy will NOT be illustrated, so the Illustration Actuary's Certification and sample illustrations are not applicable and are therefore not enclosed.
- Any required certification forms are attached as "Supporting Documentation."
- The forms satisfy any relevant readability requirements, with readability scores of:
- o 53.7 for form P12TRF
- o 54.1 for form P12TRI
- o 54.1 for form P12TRS
- o 51.6 for form R12TPF
- o 51.6 for form R12TPI
- o 51.6 for form R12TPS
- o 51.7 for form R12TTI
- Policies are issued on a sex-distinct basis and will not be issued in any employer-employee situation subject to the Norris decision and/or title VII of the Civil Rights Act of 1964 with unisex rates.
- The forms will be marketed through our licensed agents.
- The target release is 11/01/2012, or upon approval.
- The forms will be used mainly with the A10TRM application previously approved in your state on 12/01/2009.
- If a filing fee is required, it will be handled in the usual manner.

To the best of my knowledge and belief, this filing complies with the laws and regulations of your state. If you would like to discuss any aspect of this filing, please feel free to contact me at (800) 800-6416, extension 8576.

Sincerely,

Hong Do Senior Compliance Analyst Product Compliance, Life Division thuhong.do@pacificlife.com State Narrative:

Company and Contact

Filing Contact Information

Hong Do, thuhong.do@pacificlife.com

Filing Company: Pacific Life Insurance Company State Tracking Number:

Company Tracking Number: P12TRF, P12TRI, & P12TRS

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: P12TRF, P12TRI, & P12TRS

Project Name/Number: P12TRF, P12TRI, & P12TRS/

45 Enterprise Drive 949-420-8576 [Phone]

Aliso Viejo, CA 92656

Filing Company Information

Pacific Life Insurance Company CoCode: 67466 State of Domicile: Nebraska

45 Enterprise Drive Group Code: 709 Company Type:
Aliso Viejo, CA 92656 Group Name: State ID Number:

(949) 420-7080 ext. [Phone] FEIN Number: 95-1079000

Filing Fees

Fee Required? Yes

Fee Amount: \$350.00

Retaliatory? No

Fee Explanation: \$50.00 per Life policy, riders, etc...

3 policy = \$150.004 riders = \$200.00

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Pacific Life Insurance Company \$350.00 05/29/2012 59481128

Filing Company: Pacific Life Insurance Company

Company Tracking Number: P12TRF, P12TRI, & P12TRS

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

State Tracking Number:

Fixed/Indeterminate Premium

Product Name: P12TRF, P12TRI, & P12TRS

Project Name/Number: P12TRF, P12TRI, & P12TRS/

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	07/12/2012	07/12/2012
Approved- Closed	Linda Bird	06/08/2012	06/08/2012

Objection Letters and Response Letters

Objection	Letters			Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry	Linda Bird	06/01/2012	06/01/2012	Hong Do	06/07/2012	06/07/2012

Amendments

Response

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Life & Annuity - Acturial Memo	Hong Do	07/11/2012	07/11/2012
Supporting Document	Sample - Statement of Numerical Information, Terminal Illness Benefit Payment Notice	Hong Do	07/11/2012	07/11/2012

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted	
Request to reopen filing	Note To Filer	Linda Bird	07/11/201:	2 07/11/2012	

Filing Company: Pacific Life Insurance Company State Tracking Number:

Company Tracking Number: P12TRF, P12TRI, & P12TRS

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: P12TRF, P12TRI, & P12TRS

Project Name/Number: P12TRF, P12TRI, & P12TRS/

Request to Reopen Filing - Correction to Note To Reviewer Hong Do 07/11/2012 07/11/2012 Actuarial Memo for R12TTI and Sample

Statement N12TIN

Filing Company: Pacific Life Insurance Company State Tracking Number:

Company Tracking Number: P12TRF, P12TRI, & P12TRS

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: P12TRF, P12TRI, & P12TRS

Project Name/Number: P12TRF, P12TRI, & P12TRS/

Disposition

Disposition Date: 07/12/2012

Implementation Date: Status: Approved-Closed

Comment: Corrections made to the original submission.

Rate data does NOT apply to filing.

Terminal Illness

Filing Company: Pacific Life Insurance Company State Tracking Number:

Company Tracking Number: P12TRF, P12TRI, & P12TRS

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: P12TRF, P12TRI, & P12TRS

Project Name/Number: P12TRF, P12TRI, & P12TRS/

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document (revised)	Life & Annuity - Acturial Memo		No
Supporting Document	Life & Annuity - Acturial Memo	Replaced	No
Supporting Document (revised)	Sample - Statement of Numerical Information, Terminal Illness Benefit Payment Notice		Yes
Supporting Document	Sample - Statement of Numerical Information, Terminal Illness Benefit Payment Notice	Replaced	Yes
Supporting Document	Statements of Variability		Yes
Form (revised)	Level Premium Term Life Insurance		Yes
Form	Level Premium Term Life Insurance	Replaced	Yes
Form (revised)	Level Premium Term Life Insurance		Yes
Form	Level Premium Term Life Insurance	Replaced	Yes
Form (revised)	Level Premium Term Life Insurance		Yes
Form	Level Premium Term Life Insurance	Replaced	Yes
Form	Waiver of Premium Rider		Yes
Form	Waiver of Premium Rider		Yes
Form	Waiver of Premium Rider		Yes
Form	Accelerated Death Benefit Rider for		Yes

Filing Company: Pacific Life Insurance Company State Tracking Number:

Company Tracking Number: P12TRF, P12TRI, & P12TRS

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: P12TRF, P12TRI, & P12TRS

Project Name/Number: P12TRF, P12TRI, & P12TRS/

Disposition

Disposition Date: 06/08/2012

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Terminal Illness

Filing Company: Pacific Life Insurance Company State Tracking Number:

Company Tracking Number: P12TRF, P12TRI, & P12TRS

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: P12TRF, P12TRI, & P12TRS

Project Name/Number: P12TRF, P12TRI, & P12TRS/

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document (revised)	Life & Annuity - Acturial Memo		No
Supporting Document	Life & Annuity - Acturial Memo	Replaced	No
Supporting Document (revised)	Sample - Statement of Numerical Information, Terminal Illness Benefit Payment Notice		Yes
Supporting Document	Sample - Statement of Numerical Information, Terminal Illness Benefit Payment Notice	Replaced	Yes
Supporting Document	Statements of Variability		Yes
Form (revised)	Level Premium Term Life Insurance		Yes
Form	Level Premium Term Life Insurance	Replaced	Yes
Form (revised)	Level Premium Term Life Insurance		Yes
Form	Level Premium Term Life Insurance	Replaced	Yes
Form (revised)	Level Premium Term Life Insurance		Yes
Form	Level Premium Term Life Insurance	Replaced	Yes
Form	Waiver of Premium Rider		Yes
Form	Waiver of Premium Rider		Yes
Form	Waiver of Premium Rider		Yes
Form	Accelerated Death Benefit Rider for		Yes

Filing Company: Pacific Life Insurance Company State Tracking Number:

Company Tracking Number: P12TRF, P12TRI, & P12TRS

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: P12TRF, P12TRI, & P12TRS

Project Name/Number: P12TRF, P12TRI, & P12TRS/

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 06/01/2012 Submitted Date 06/01/2012 Respond By Date 07/02/2012

Dear Hong Do,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment:

Please refer to policy General Provisions under the Suicide Exclusion provision. After the incontestable period expiration you may not restart upon reinstatement. Review Ark. Code Ann. 23-81-115(a)(2)(E).

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

Filing Company: Pacific Life Insurance Company State Tracking Number:

Company Tracking Number: P12TRF, P12TRI, & P12TRS

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: P12TRF, P12TRI, & P12TRS

Project Name/Number: P12TRF, P12TRI, & P12TRS/

Response Letter

Response Letter Status Submitted to State

Response Letter Date 06/07/2012 Submitted Date 06/07/2012

Dear Linda Bird,

Comments:

Thank you for reviewing our filing. The following is our response to the objection.

Response 1

Comments: We have revised our Suicide Exclusion provision to remove any reference about the incontestable period restarting upon reinstatement to comply with Ark. Code Ann. 23-81-115(a)(2)(E).

Related Objection 1

Comment:

Please refer to policy General Provisions under the Suicide Exclusion provision. After the incontestable period expiration you may not restart upon reinstatement. Review Ark. Code Ann. 23-81-115(a)(2)(E).

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form	Edition	Form Type	Action	Action	Readability	y Attach
	Number	Date			Specific	Score	Document
					Data		
Level Premium Term	P12TRF		Policy/Contract/Fraternal	Initial		53.700	P12TRFA
Life Insurance			Certificate				R.pdf
Previous Version							
Level Premium Term	P12TRF		Policy/Contract/Fraternal	Initial		53.700	P12TRF.p
Life Insurance			Certificate				df
Level Premium Term	P12TRI		Policy/Contract/Fraternal	Initial		54.100	P12TRIAR
Life Insurance			Certificate				.pdf

Filing Company: Pacific Life Insurance Company State Tracking Number:

Company Tracking Number: P12TRF, P12TRI, & P12TRS

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: P12TRF, P12TRI, & P12TRS

Project Name/Number: P12TRF, P12TRI, & P12TRS/

Previous Version

Level Premium Term P12TRI Policy/Contract/Fraternal Initial 54.100 P12TRI.pd Certificate Life Insurance f Level Premium Term Policy/Contract/Fraternal Initial P12TRS 54.100 P12TRSA Life Insurance Certificate R.pdf **Previous Version** Level Premium Term Policy/Contract/Fraternal Initial P12TRS 54.100 P12TRS.p Life Insurance Certificate df

No Rate/Rule Schedule items changed.

If you have any further questions, please do not hesitate to contact me.

Sincerely,

Hong Do

Filing Company: Pacific Life Insurance Company State Tracking Number:

Company Tracking Number: P12TRF, P12TRI, & P12TRS

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: P12TRF, P12TRI, & P12TRS

Project Name/Number: P12TRF, P12TRI, & P12TRS/

Amendment Letter

Submitted Date: 07/11/2012

Comments:

Thank you for reopening our filing. We have uploaded to the Supporting Documentation tab the corrected Actuarial Memo for the Accelerated Death Benefit Rider for Terminal Illness (R12TTI) including a corrected sample version of the Statement of Numerical Information, Terminal Illness Benefit Payment Notice (N12TIN), which was referenced in the memo.

The correction we made to the Actuarial Memo was to the premium reduction formula in Section D on page 2.

Before correction: NewPrem=(GP+R) x TFA x AP/1000+PF After correction: NewPrem=(GP+R) x TFA x (1-AP)/1000+PF

The correction we made to the sample Statement of Numerical Information, Terminal Illness Benefit Payment Notice was to the Terminal Illness Benefit Proceeds amount.

Before correction: \$72,154.43 After correction: \$72,015.43

Please do not hesitate to contact me at (800) 800-7681 ext 8576 if you have any questions.

Sincerely,

Hong Do

Changed Items:

Supporting Document Schedule Item Changes:

Satisfied -Name: Life & Annuity - Acturial Memo

Comment:

PRIME actuarial memorandum - P12TRF.pdf

PRIME actuarial memorandum - P12TRI.pdf

Prime actuarial memorandum - P12TRS.pdf

NF test P12TRF10.pdf

NF test P12TRF15.pdf

NF test P12TRF20.pdf

Filing Company: Pacific Life Insurance Company State Tracking Number:

Company Tracking Number: P12TRF, P12TRI, & P12TRS

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: P12TRF, P12TRI, & P12TRS

Project Name/Number: P12TRF, P12TRI, & P12TRS/

NF test P12TRF30.pdf
NF test P12TRI10.pdf
NF test P12TRI15.pdf
NF test P12TRI20.pdf
NF test P12TRI30.pdf
NF test P12TRS10.pdf
NF test P12TRS10.pdf
NF test P12TRS10.pdf

NF test P12TRS20.pdf NF test P12TRS30.pdf Reserves P12TRF10.pdf

Reserves P12TRF15.pdf Reserves P12TRF20.pdf

Reserves P12TRF30.pdf Reserves P12TRI10.pdf

Reserves P12TRI15.pdf

Reserves P12TRI20.pdf Reserves P12TRI30.pdf

Reserves P12TRS10.pdf

Reserves P12TRS15.pdf

Reserves P12TRS20.pdf

Reserves P12TRS30.pdf

Waiver of Premium Actuarial Memorandum - R12TPF.pdf

Waiver of Premium Actuarial Memorandum - R12TPI.pdf

Waiver of Premium Actuarial Memorandum - R12TPS.pdf

Actuarial Memorandum R12TTI rev.pdf

User Added -Name: Sample - Statement of Numerical Information, Terminal Illness Benefit Payment Notice

Comment:

N12TIN (rev1).pdf

Filing Company: Pacific Life Insurance Company State Tracking Number:

Company Tracking Number: P12TRF, P12TRI, & P12TRS

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: P12TRF, P12TRI, & P12TRS

Project Name/Number: P12TRF, P12TRI, & P12TRS/

Note To Filer

Created By:

Linda Bird on 07/11/2012 03:35 PM

Last Edited By:

Linda Bird

Submitted On:

07/11/2012 03:36 PM

Subject:

Request to reopen filing

Comments:

Filing has been re-opened in order for correction to be made.

Filing Company: Pacific Life Insurance Company State Tracking Number:

Company Tracking Number: P12TRF, P12TRI, & P12TRS

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: P12TRF, P12TRI, & P12TRS

Project Name/Number: P12TRF, P12TRI, & P12TRS/

Note To Reviewer

Created By:

Hong Do on 07/11/2012 12:55 PM

Last Edited By:

Hong Do

Submitted On:

07/11/2012 12:55 PM

Subject:

Request to Reopen Filing - Correction to Actuarial Memo for R12TTI and Sample Statement N12TIN

Comments:

We are requesting to have this filing reopened in order to provide a corrected Actuarial Memo for the Accelerated Death Benefit Rider for Terminal Illness (R12TTI) and sample Statement of Numerical Information, Terminal Illness Benefit Payment Notice (N12TIN).

Please feel free to contact me at (800) 800-7681 ext 8576 should you have any questions.

Sincerely,

Hong Do

Filing Company: Pacific Life Insurance Company State Tracking Number:

Company Tracking Number: P12TRF, P12TRI, & P12TRS

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: P12TRF, P12TRI, & P12TRS

Project Name/Number: P12TRF, P12TRI, & P12TRS/

Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	P12TRF	Policy/Cont Level Premium Term ract/Fratern Life Insurance al Certificate	Initial		53.700	P12TRFAR.p df
	P12TRI	Policy/Cont Level Premium Term ract/Fratern Life Insurance al Certificate	Initial		54.100	P12TRIAR.pd f
	P12TRS	Policy/Cont Level Premium Term ract/Fratern Life Insurance al Certificate	Initial		54.100	P12TRSAR.p df
	R12TPF	Certificate Waiver of Premium Amendmen Rider t, Insert Page, Endorseme nt or Rider	Initial		51.600	R12TPF.pdf
	R12TPI	Certificate Waiver of Premium Amendmen Rider t, Insert Page, Endorseme nt or Rider	Initial		51.600	R12TPI.pdf
	R12TPS	Certificate Waiver of Premium Amendmen Rider t, Insert Page, Endorseme nt or Rider	Initial		51.600	R12TPS.pdf

Filing Company: Pacific Life Insurance Company State Tracking Number:

Company Tracking Number: P12TRF, P12TRI, & P12TRS

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: P12TRF, P12TRI, & P12TRS

Project Name/Number: P12TRF, P12TRI, & P12TRS/

R12TTI Certificate Accelerated Death Initial 51.700 R12TTI.pdf

Amendmen Benefit Rider for t, Insert Terminal Illness

Page, Endorseme nt or Rider



Pacific Life Insurance Company • [45 Enterprise • Aliso Viejo, CA 92656]

www.PacificLife.com

(800) 347-7787]

READ YOUR POLICY CAREFULLY. This is a legal contract between you, the Owner, and us, Pacific Life Insurance Company, a stock insurance company. We agree to pay the benefits of this Policy according to its provisions. The consideration for this Policy is the application for it, a copy of which is attached, and payment of the initial and subsequent premiums.

The method for determining the Death Benefit is described in the Death Benefit section of this Policy.

Premium payments must be made in order to keep the policy In Force.

Signed for Pacific Life Insurance Company,

Chairman and Chief Executive Officer

Secretary

LEVEL PREMIUM TERM LIFE INSURANCE

- Death Benefit Payable On The Death Of The Insured
- Premiums Payable As Provided Herein
- Coverage To Age 95
- Convertible
- Non-Participating
- Renewable

Insured: [JOHN DOE]

Owner: [LELAND STANFORD]

Policy Number: [XY99999990]
Policy Date: [November 1, 2012]

[State Department of Insurance: (XXX) XXX-XXXX]

Free Look Right – You may cancel this Policy within [20] days after you receive it. To do so, deliver it or mail it to us or to the Producer/Representative who delivered it to you. This Policy will then be deemed void from the beginning and we will refund any premium paid.

(This page intentionally left blank)

P12TRF Page 2

POLICY SPECIFICATIONS

Base Policy: Level Premium Term Life Insurance

Premiums are Level During the First [10, 15, 20, 30] Policy Years and Increase Annually Thereafter

Conversion Period: [5 Years]

Conversion Period End Date: [November 1, 2017]

Conversion Credit After the First Policy Year: [\$140.00]

Requested Premium Payment Interval: [Monthly]

Initial [Monthly] Premium: [\$12.75]

*Policy Fee: [\$65.00]

Expiration Date (Attained Age 95): [November 1, 2072]

The premiums shown on the following pages are for annual payments. Premiums can be paid more frequently than annually, but the total amount paid each year may be greater than when paid annually. To calculate the premium due for other modes of payment, multiply the basic coverage premium [if Waiver of Premium is included, add "the Waiver of Premium Rider premium,"] and premium for riders we offer in the future by the appropriate factor below and round up to the nearest \$0.01:

0.52 for semi-annual premiums0.27 for quarterly premiums0.08333 for the monthly pre-authorized check payment

^{*} The Policy Fee is included in the Basic Life Coverage premium.

POLICY SPECIFICATIONS

Summary of Coverages Effective on the Policy Date

P12TRF Basic Life Coverage

Face Amount:

Required Minimum Face Amount:

[\$100,000] [\$100,000]

[R12TPF Waiver of Premium Rider

Coverage Cease Date:

[November 01, 2040]]

R12TTI Accelerated Death Benefit Rider for Terminal Illness

Eligible Coverage: [Base Policy]

[Other]

[Effective Date:] [Date]

Life Policy: Term Life Insurance

Insured: [JOHN DOE]

Owner: [LELAND STANFORD]
Policy Date: [November 1, 2012]

Sex and Age: [Male 35]

Risk Class: [Standard Non-Tobacco]

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

Policy Year [1	Annual Premiums \$ 140.00
2 3	140.00 140.00
4	140.00
5 6	140.00 140.00
7	140.00
8	140.00
9	140.00
10	140.00
11	764.00
12	830.00
13	902.00
14	944.00
15	992.00
16	1,061.00
17	1,142.00
18	1,253.00
19 20	1,373.00 1,526.00
21	1,715.00
22	1,907.00
23	2,114.00
24	2,291.00
25	2,495.00
26	2,741.00
27	3,041.00
28	3,407.00
29	3,818.00
30	4,250.00
31	4,706.00
32	5,168.00
33 34	5,636.00 6,140.00
35 35	6,662.00
00	0,002.00

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage Continued

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

Policy Year 36	Annual Premiums \$ 7,295.00
37 38	8,003.00 8,933.00
39	9,914.00
40	10,946.00
41	12,074.00
42	13,304.00
43	14,732.00
44	16,400.00
45	18,326.00
46	20,426.00
47	22,817.00
48	25,307.00
49	27,992.00
50	30,965.00
51	34,286.00
52	37,967.00
53	41,987.00
54	46,295.00
55	50,840.00
56	55,583.00
57	60,044.00
58	64,694.00
59	69,599.00
60	74,780.00]

POLICY SPECIFICATIONS

[Table of Premiums at Annual Intervals for Waiver of Premium Rider

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
[1	\$13.00
2	13.00
3	13.00
4	13.00
5	13.00
6	13.00
7	13.00
8	13.00
9	13.00
10	13.00
11	66.00
12	70.00
13	73.00
14	75.00
15	78.00
16	84.00
17	94.00
18	108.00
19	126.00
20	149.00
21	175.00
22	203.00
23	238.00
24	273.00
25	317.00
26	414.00
27	378.00
28	323.00
29	247.00
30	141.00]]

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DEFINITIONS

In this section, we define certain terms used throughout this Policy. Other terms may be defined in other parts of the policy. Defined terms are usually capitalized to provide emphasis.

Administrative Office – is the office that administers your policy. The mailing address of the Administrative Office at the time you applied for this Policy is shown in the heading of the Application. If the address changes, we will send you written notice of the new address.

Age – means the age as of the Insured's birthday nearest to the Policy Date, increased by the number of complete policy years elapsed. We issue your policy at the Age shown in your Policy Specifications.

Application – consists of the Application for this Policy, including any Certificate of Health, Statement of Good Health and Insurability, amendments and endorsements, and any application for reinstatement.

Basic Life Coverage – is insurance coverage on the Insured provided by this Policy as shown in the Policy Specifications and any related Supplemental Schedule of Coverage. Certain riders may provide life insurance coverage, but such amounts are not included in the Basic Life Coverage.

Class – is used in determining policy premiums, and depends on a number of factors, including (but not limited to) the Death Benefit, Face Amount, Policy Date, policy duration, the Insured's Age, Risk Class, and the presence of optional riders and benefits.

Code – is the U.S. Internal Revenue Code of 1986, as amended, and the rules and regulations issued thereunder.

Evidence of Insurability – is information, including medical information, satisfactory to us that is used to determine insurability and the Insured's Risk Class, subject to our approval.

Face Amount – is the Face Amount of Basic Life Coverage as shown in the Policy Specifications and any related Supplemental Schedule of Coverage.

In Force – means a policy is in effect and provides a death benefit on the Insured.

Insured – is the person insured under this Policy, as shown in the Policy Specifications.

Owner, you, or your – refers to the Owner of this Policy, as shown in the Policy Specifications at the time of issue or in the Title Change Confirmation if ownership is changed after issue.

Policy Date – is shown in the Policy Specifications and means the date the policy and associated riders become effective. Policy and rider months, quarters, years, and anniversaries are measured from this date.

Policy Specifications – is a section of the policy that shows information specific to your policy.

Risk Class – is used in determining policy premiums and is determined by us during the underwriting process. Risk Class depends on the Insured's gender, health, tobacco use, and other factors. The Risk Class of the Insured is shown in the Policy Specifications. Risk Class may also be referred to as Risk Classification.

Supplemental Schedule of Coverage – is the written notice we will provide to you at your last known address reflecting certain changes made to your policy after the Policy Date.

Total Face Amount – is the sum of the Face Amount of Basic Life Coverage and the Face Amounts of any rider providing coverage on the Insured. The Total Face Amount is used in determining the Death Benefit under this Policy and is shown in the Policy Specifications.

We, our, ours, and us - refer to Pacific Life Insurance Company.

Written Request – is your signed request, or your signed request on a form we provide, and received by us at our Administrative Office, containing information we need to act on the request. We will not be responsible for the validity of any Written Request.

DEATH BENEFIT

When the Policy is In Force – This Policy is In Force as of the Policy Date, subject to your acceptance of the delivered policy and payment of the initial premium. The policy remains In Force until the earliest of the following termination as described in the Termination provision or the death of the Insured.

Death Benefit – This Policy provides a Death Benefit on the death of the Insured while this Policy is In Force. The Death Benefit is equal to the Face Amount shown in the Policy Specifications but may be subject to adjustment as provided in the Misstatement provision or elsewhere in the policy.

Death Benefit Proceeds – The Death Benefit Proceeds ("Proceeds") are the actual amount payable if the Insured dies while this Policy is In Force. The Proceeds amount is equal to the Death Benefit, as of the date of death, plus any added benefit provided by rider, plus the pro-rata portion of any premium paid beyond the end of the policy month of death, less the amount of any premiums that are due but not yet paid at the time of death.

We will pay the Proceeds within two months after we receive, at our Administrative Office:

- Due proof of the Insured's death, consisting of a certified copy of the death certificate for the Insured or other lawful evidence providing equivalent information;
- Proof of the claimant's legal interest in the Proceeds; and
- Sufficient evidence that any legal impediments to payment of Proceeds that depend on parties other than us have been resolved. Legal impediments to payment include, but are not limited to (a) the establishment of guardianships and conservatorships; (b) the appointment and qualification of trustees, executors and administrators; (c) submission of information required to satisfy state and federal reporting requirements; and (d) conflicting claims.

Proceeds paid are subject to the conditions and adjustments defined in other policy provisions, such as General Provisions. We will pay interest on the Proceeds from the date of death at a rate not less than the rate payable for funds left on deposit (see the Income Benefits section). If payment of Proceeds is delayed more than 31 calendar days after we receive the above requirements needed to pay the claim, we will pay additional interest at a rate of 10% annually beginning with the 31st calendar day referenced above. Proceeds are paid as a lump sum unless you choose another payment method, as described in the Income Benefits section.

PREMIUMS

Premium Payments – This Policy will not be In Force until the initial premium is paid. The initial premium is payable either at our Administrative Office or to our authorized representative before we can place your policy In Force. Subsequent premiums are payable only at our Administrative Office. At your request, we will give you a premium receipt signed by one of our officers. We will consider any premium paid after the initial premium, whether delivered to an independent producer or otherwise, to be "received" when it is actually delivered to our Administrative Office. Except for the initial premium, Pacific Life bears no responsibility for any premium unless the premium is received by us.

Guaranteed Premiums – The guaranteed maximum annual premiums for Basic Life Coverage under this Policy are shown in the Policy Specifications. These premiums include the Policy Fee that is shown in the Policy Specifications.

Reduction to Premiums – If a reduction in the Face Amount of this Policy is processed, the premiums for this Policy will be reduced.

The guaranteed maximum Annual Premium for Basic Life Coverage in each year following the reduction in coverage will be calculated as $(a - b) \times c + b$, where:

- a = The Annual Premium before the reduction;
- b = The Policy Fee shown in the Policy Specifications; and
- c = The ratio of the Face Amount after the reduction to the Face Amount prior to the reduction at the time of the request.

Calculation of Premium Due – Your total premium due in any year will reflect the annual premium for Basic Life Coverage, plus the premium for any rider that is added to this Policy.

Premiums can be paid more frequently than annually, but the total amount paid each year may be greater than when paid annually. To calculate the premium due for other modes of payment, the Annual Premium due for Basic Life Coverage plus any rider is multiplied by the Modal Premium Factor shown in the Policy Specifications. This amount will be rounded up to the nearest \$0.01.

The initial modal premium to be paid under this Policy for the first policy year, including both Basic Life Coverage and any riders, is shown in the Policy Specifications.

POLICY LAPSE AND REINSTATEMENT

Grace Period – After the initial premium, we will allow a 31 day Grace Period after the premium due date to pay each premium. During the Grace Period, the policy will remain In Force. If a premium is not paid before the end of the Grace Period, the policy will Lapse. Payments sent by U.S. Mail must be postmarked within the Grace Period. If the death of the Insured occurs during the Grace Period, the premium required to provide insurance from the premium due date to the end of the policy month will be deducted from the Proceeds.

Notification of Termination for Non-Payment – If the premium has not been paid, a Grace Period Notice will be sent to you, on the Monthly Payment Date. Thirty days after the Monthly Payment Date on which the insufficiency occurred, we will provide a notification of termination for non-payment to you, any assignee of record, and any additional person designated to receive notice of lapse or termination. Both notices will be provided to each person at their last known addresses by first class United States mail, postage prepaid and will state the due date and the amount of premium required for your policy to remain In Force.

Lapse – If sufficient premium is not paid by the end of the Grace Period, the policy will terminate without value.

Reinstatement – If the policy Lapses before the Expiration Date, you may reinstate it within three years after the date of Lapse. To reinstate this Policy you must provide us with the following:

- A written application;
- Evidence of Insurability;
- Payment of all overdue premiums with 6.00% interest compounded annually up to the date of reinstatement;
- Payment of any premiums due within 30 days following the date of reinstatement.

The reinstatement effective date will be the beginning of the policy month that follows our receipt of the above requirements and our approval of your application.

Renewability Provision – This is a renewable term insurance policy. Coverage is renewable and premiums are payable until the Expiration Date or until death, if earlier, as indicated in the Policy Specifications. Premiums are payable as shown in the Policy Specifications.

TERMINATION

This Policy will terminate and, except for the limited right to reinstate the policy, all coverages and rights of the Owner will end upon the earliest of the following events:

- The death of the Insured;
- The Expiration Date, as shown in the Policy Specifications;
- Conversion of this Policy, as provided in the Conversion provision;
- Lapse of this Policy, as provided in the Grace Period and Lapse provisions;
- Successful contest of this Policy as described in the Incontestability provision; and
- Our receipt of your Written Request to terminate the policy.

Upon termination we will refund to you the pro-rata portion of any premium you have paid that applies to a period beyond the end of the policy month in which the policy terminates.

CONVERSION

While this Policy is In Force, and subject to the conditions below, you may convert this Policy to a new policy at any time before the Conversion Period End Date shown in the Policy Specifications. The Insured will not be required to provide Evidence of Insurability in order for you to exercise this conversion right; however, conversion will not be allowed during a period of Total Disability as defined in any Waiver of Premium Rider that may be attached to this Policy.

To convert this Policy we must receive your Written Request on a form provided by us. Upon conversion, coverage under this Policy and its riders will terminate. You should consult your tax advisor before you exercise this conversion right and before you make any other change to your life insurance policy.

The effective date of the new policy will be the same as the date this Policy terminates. The Insured must be living for the new policy to take effect. The new policy may be issued on any plan of permanent insurance that we make available for such purpose. The Insured's Risk Class on the new policy will be the same as the Insured's Risk Class on this Policy, if available. Otherwise, we will use the most comparable Risk Class available for the new policy, as determined by us.

If additional riders are in effect under this Policy on the date of the conversion, you may choose similar riders, if available, for the new policy, and subject to our rules in effect at the time of the conversion. We reserve the right to offer new riders and require any Evidence of Insurability as needed for those additional riders.

The Face Amount of the new policy cannot exceed the Face Amount of this Policy. You may select a lesser Face Amount as long as it is not less than our regular minimum issue limit for the new policy form at the time of conversion.

- Prior to issue, the initial premium for the new policy is required and must be sufficient to place the new policy In Force.
- Premiums and charges for the new policy will be based on our rates in effect on the issue date of the new
 policy. The premiums and charges will be based on the Insured's Age and the same Risk Class, if available,
 or the most comparable Risk Class, as determined by us.

The incontestability and suicide exclusion provisions in the new policy are effective from the issue date of this Policy. If the new policy includes additional coverage for which Evidence of Insurability was given, new incontestability and suicide exclusion provisions may apply to that coverage.

Partial Conversion – Prior to the Conversion End Date, you may request a Partial Conversion of the Face Amount under this Policy. A Partial Conversion is subject to the same rules as a Conversion of the entire policy.

A Partial Conversion is additionally subject to the following:

- Only one such request may be made while this Policy is In Force;
- The Face Amount to be converted must be greater than or equal to \$250,000;
- The remaining Face Amount is not less than the Required Minimum Face Amount shown in the Policy Specifications; and
- The combined Face Amount of the remaining term policy and the new permanent policy cannot exceed the Face Amount In Force prior to the Partial Conversion.

Upon approval of your Written Request, the premium for the remaining term policy will be calculated in accordance with the Reduction to Premiums provision of this Policy. Upon approval of a Partial Conversion, we will send you a Supplemental Schedule of Coverage to reflect the remaining coverage.

Conversion Credit – We will apply a credit to the new permanent insurance policy when you convert this Policy after the first policy year and by the Conversion Period End Date. The Conversion Credit will not be available if a conversion occurs during the first policy year. The amount of the Conversion Credit is shown in the Policy

Specifications. The Conversion Credit, if applicable, may only be applied to reduce the initial modal premium for the new policy. If you request a Partial Conversion, the Conversion Credit will be pro-rated based on the proportion of the converted Face Amount to the Face Amount In Force prior to the Partial Conversion.

FACE AMOUNT DECREASE

Face Amount Decrease – You may request a decrease in the Face Amount of the policy by providing a Written Request. A decrease in the Face Amount is subject to these limits:

- Only one requested decrease is allowed during the life of the policy;
- The Minimum Face Amount is shown in the Policy Specifications;
- The decrease is available only after the fifth policy year; and
- The decrease may be up to 50% of the current Face Amount.

The effective date of the decreased Face Amount will be the first monthly Policy Date following the date we receive your Written Request. Upon approval of any decrease, we will send you a Supplemental Schedule of Coverage to reflect the decrease. Premiums are calculated as described in the Reduction to Premiums provision of this Policy.

INCOME BENEFITS

Income Benefits – All or part of any policy proceeds may, instead of being paid in a lump sum, be left with us under any one, or a combination of the income benefit plans available, subject to our minimum amount requirements on the date of election. If the payee is not a natural person, the choice of a payment option will be subject to our approval. We guarantee that the income benefit will not be less than the income that would be provided by the single premium immediate annuity purchase rates we offer at the time. We guarantee that we will have at least the following income benefit plans available.

Fixed Income – Equal payments of the amount chosen with interest of not less than 2% per year until the funds left on deposit are exhausted.

Life Income – Monthly income will automatically be guaranteed to continue for at least ten years. If the payee dies before the end of the ten-year period, payments will continue to the end of the ten-year period to a person designated in writing by that payee. The purchase rates for the monthly income for a male or female income recipient bought by each \$1,000 of benefits are shown below.

Age	Monthly Income	Age	Monthly Income	Age	Monthly Income	Age	Monthly Income	Age	Monthly Income
0-30	2.38	40	2.63	50	3.00	60	3.60	70	4.63
32	2.42	42	2.69	52	3.10	62	3.76	72	4.92
34	2.47	44	2.76	54	3.20	64	3.94	74	5.26
36	2.52	46	2.83	56	3.32	66	4.14	75+	5.45
38	2.57	48	2.91	58	3.45	68	4.37		

Monthly income amounts for Ages not shown are halfway between the two amounts for the nearest two Ages that are shown. Amounts shown are based on an annual interest rate of 2% and the Annuity 2000 female mortality table with five-year age setback. We may require evidence of survival for incomes that last more than ten years.

OWNER AND BENEFICIARY

Owner – The Owner of this Policy is as shown in the Policy Specifications or as later changed by Written Request. If you change the Owner, the change is effective on the date the Written Request is signed, unless otherwise specified by the Owner, subject to our receipt of it and subject to any action taken or payment made by us prior to its receipt. If there are two or more Owners, they will own this contract as joint tenants with right of survivorship, unless otherwise provided by Written Request. We recommend you consult your tax advisor before requesting a change of Owner.

Assignment – You may assign this Policy by Written Request. An assignment must be recorded at our Administrative Office. When received, the assignment will take effect as of the date the Written Request was signed unless otherwise specified by the Owner. Any rights created by the assignment will be subject to any payments made or actions taken by us before the change is received. We will not be responsible for the validity of any assignment. We recommend you consult your tax advisor before requesting an assignment.

Beneficiary – The beneficiary is named by you in the Application to receive the Death Benefit proceeds. You may name one or more beneficiaries. If you name more than one beneficiary, they will share the Death Benefit proceeds equally or as you may otherwise specify by Written Request. If you have named a contingent beneficiary, that person becomes the beneficiary if the beneficiary dies before the Insured. A beneficiary may not, at or after the Insured's death, assign, transfer or encumber any benefit payable. To the extent allowed by law, policy benefits will not be subject to the claims of any creditor of any beneficiary.

During the Insured's lifetime, you may make a change of beneficiary by Written Request on a form provided by us while the policy is In Force. The change will take place as of the date the request is signed unless otherwise specified by the Owner. Any rights created by the change will be subject to any payments made or actions taken by us before we have received the Written Request. You may designate an irrevocable beneficiary whose rights under the policy cannot be changed without his or her written consent.

The interest of a beneficiary who does not outlive the Insured will be divided pro rata among the surviving beneficiaries. If no beneficiaries survive the Insured, the Death Benefit Proceeds will pass to the Owner, or the Owner's estate if the Owner does not survive the Insured. In the event of a simultaneous death of the Insured and a beneficiary such that it cannot be determined who died first, it will be assumed, unless proof to the contrary is provided, that the beneficiary died last.

GENERAL PROVISIONS

Entire Contract – This Policy is a contract between you and us. This Policy, the attached copy of the initial Application, including any amendments and endorsements to the Application, any Supplemental Schedules of Coverage, any applications for reinstatement, all subsequent applications to change the policy, any endorsements, benefits, or riders, and all additional policy information sections added to this Policy are the entire contract. Only our president, chief executive officer or secretary is authorized to change this contract or extend the time for paying premiums. Any such change must be in writing.

All statements in the Application shall, in the absence of fraud, be deemed representations and not warranties. We will not use any statement to contest this Policy or defend a claim on grounds of misrepresentation unless the statement is in an Application.

Incontestability – We will not contest this Policy unless there was a material misrepresentation in the Application or, when permitted by applicable state law, where the policy was procured through fraud. If we determine that the Application contains a material misrepresentation, we will rescind the policy and return to you the premiums paid. No Death Benefit will be paid. After the policy has been In Force for two years during the Insured's lifetime, this Policy cannot be contested except for failure to pay premiums due or if the policy was procured by fraud.

If this Policy lapses and is later reinstated, we will not contest the reinstated policy unless there was a material misrepresentation in the Application required for reinstatement, or, when permitted by applicable state law, where the policy was procured through fraud, or for failure to pay premiums due. If we determine that such Application contains a material misrepresentation, we will rescind the reinstated policy as of the reinstatement date and return to you the premiums due after the reinstatement date. No Death Benefit will be paid. After the reinstated policy has been In Force for two years during the Insured's lifetime, this Policy cannot be contested except for failure to pay premiums due or if the policy was procured by fraud.

A separate two year contestability provision shall apply to any change in coverage requiring underwriting and shall run from the date of application for change. Any such contest shall be limited to the change and statements made in the written application for change.

Non-Participating – This Policy will not share in any of our surplus earnings.

Suicide Exclusion – If the Insured dies by suicide, while sane or insane, within two years of the Policy Date, the Death Benefit Proceeds will be limited to an amount equal to the sum of the premiums paid.

Misstatement – If the Insured's sex or birth date is misstated in the Application, we will adjust all policy benefits. The adjusted benefit amounts, end dates for benefits, and other features will be those that the most recent premiums paid would have purchased using the correct sex and birth date. The adjustment will occur whether the misstatement is discovered before or after the death of the Insured.

Additional Services – While this Policy is In Force, we may, either directly or through a third party service provider, provide you with access to independent living-related resources and discounted independent living-related goods and services.

Right to Add Benefits – From time to time we may offer additional benefits that could be available to your policy by rider or endorsement. To request such an additional benefit, you must submit to us a Written Request. You or the proposed Insured may be subject to new underwriting for any additional benefit requested. If an additional benefit requested is issued pursuant to this paragraph, we will send you a Supplemental Schedule of Coverage.

Risk Class Improvement – You will have an opportunity to improve your policy's Risk Class as compared to the Risk Class that applied when this Policy was issued. This may reduce the premiums you pay. Risk Class Improvements are allowed only on a policy anniversary and only after the second anniversary, up to and including age 70. In order to qualify for an improved Risk Class, you will be required to send us a Written Request and Evidence of Insurability. We reserve the right to request additional evidence as determined by underwriting. We reserve the right to charge a fee, not to exceed \$100. The effective date of the new Risk Class will be the first monthly Policy Date following the date all required conditions are met. We will send you a Supplemental Schedule of Coverage which will show the new Risk Class and new premiums.

Compliance – We reserve the right to make any change to the provisions of this Policy to comply with, or give you the benefit of, any federal or state statute, rule, or regulation, including but not limited to requirements for life insurance contracts under the Code or of any state. We will provide you with a copy of any such change, and file such a change with the insurance supervisory official of the state in which this Policy is delivered. You have the right to refuse any such change.

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Pacific Life Insurance Company • [45 Enterprise • Aliso Viejo, CA 92656]

[www.PacificLife.com (800) 347-7787]

LEVEL PREMIUM TERM LIFE INSURANCE

- Death Benefit Payable On The Death Of The Insured
- Premiums Payable As Provided Herein
- Coverage To Age 95
- Convertible
- Non-Participating
- Renewable



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www.PacificLife.com

(800) 347-7787]

READ YOUR POLICY CAREFULLY. This is a legal contract between you, the Owner, and us, Pacific Life Insurance Company, a stock insurance company. We agree to pay the benefits of this Policy according to its provisions. The consideration for this Policy is the application for it, a copy of which is attached, and payment of the initial and subsequent premiums.

The method for determining the Death Benefit is described in the Death Benefit section of this Policy.

Premium payments must be made in order to keep the policy In Force.

Signed for Pacific Life Insurance Company,

Chairman and Chief Executive Officer

Secretary

LEVEL PREMIUM TERM LIFE INSURANCE

- Death Benefit Payable On The Death Of The Insured
- Premiums Payable As Provided Herein
- Coverage To Age 95
- Convertible
- Non-Participating
- Renewable

Insured: [JOHN DOE]

Owner: [LELAND STANFORD]

Policy Number: [XY99999990]
Policy Date: [November 1, 2012]

[State Department of Insurance: (XXX) XXX-XXXX]

Free Look Right – You may cancel this Policy within [20] days after you receive it. To do so, deliver it or mail it to us or to the Producer/Representative who delivered it to you. This Policy will then be deemed void from the beginning and we will refund any premium paid.

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POLICY SPECIFICATIONS

Base Policy: Level Premium Term Life Insurance

Premiums are Level During the First [10, 15, 20, 30] Policy Years and Increase Annually Thereafter

Conversion Period: [5 Years]

Conversion Period End Date: [November 1, 2017]

Conversion Credit After the First Policy Year: [\$230.00]

Requested Premium Payment Interval: [Monthly]

Initial [Monthly] Premium: [\$20.83]

*Policy Fee: [\$65.00]

Expiration Date (Attained Age 95): [November 1, 2072]

The premiums shown on the following pages are for annual payments. Premiums can be paid more frequently than annually, but the total amount paid each year may be greater than when paid annually. To calculate the premium due for other modes of payment, multiply the basic coverage premium [if Waiver of Premium is included, add "the Waiver of Premium Rider premium,"] and premium for riders we offer in the future by the appropriate factor below and round up to the nearest \$0.01:

0.52 for semi-annual premiums0.27 for quarterly premiums0.08333 for the monthly pre-authorized check payment

^{*} The Policy Fee is included in the Basic Life Coverage premium.

POLICY SPECIFICATIONS

Summary of Coverages Effective on the Policy Date

P12TRI Basic Life Coverage

> Face Amount: [\$100,000]

> Required Minimum Face Amount: [\$100,000]

R12TPI Waiver of Premium Rider

> Coverage Cease Date: [November 01, 2040]

Accelerated Death Benefit Rider for Terminal Illness R12TTI

> [Base Policy] Eligible Coverage:

[Other]

[Effective Date:] [Date]

Term Life Insurance Life Policy:

Insured: [JOHN DOE]

[LELAND STANFORD] Owner: Policy Date: [November 1, 2012]

Sex and Age: [Male 35]

[Standard Non-Tobacco] Risk Class:

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage

The Policy Fee is Included in the Premiums Shown

Policy	Annual
Year	Premiums
1	\$ 230.00
2	230.00
3	230.00
4	230.00
5	230.00
6	230.00
7	230.00
8	230.00
9	230.00
10	230.00
11	881.00
12	958.00
13	1,042.00
14	1,091.00
15	1,147.00
16	1,227.00
17	1,322.00
18	1,451.00
19	1,591.00
20	1,770.00
21	1,990.00
22	2,214.00
23	2,456.00
24	2,662.00
25	2,900.00
26	3,187.00
27	3,537.00
28	3,964.00
29 30	4,444.00 4,948.00
31	5,480.00
32	6,019.00
33	6,565.00
34	7,153.00
35	7,762.00
50	7,702.00

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage Continued

The Policy Fee is Included in the Premiums Shown

Policy Year 36	Annual Premiums \$ 8,500.00
37 38	9,326.00 10,411.00
39	11,556.00
40	12,760.00
41	14,076.00
42	15,511.00
43	17,177.00
44	19,123.00
45	21,370.00
46	23,820.00
47	26,609.00
48	29,514.00
49	32,647.00
50	36,115.00
51	39,990.00
52	44,284.00
53	48,974.00
54	54,000.00
55	59,303.00
56	64,836.00
57	70,041.00
58	75,466.00
59	81,188.00
60	87,233.00]

POLICY SPECIFICATIONS

[Table of Premiums at Annual Intervals for Waiver of Premium Rider

Policy	Annual
Year	Premiums
[1	\$20.00
2 3	20.00
3	20.00
4	20.00
5	20.00
6	20.00
7	20.00
8	20.00
9	20.00
10	20.00
11	99.00
12	105.00
13	110.00
14	113.00
15	117.00
16	126.00
17	141.00
18	162.00
19	189.00
20	224.00
21	263.00
22	305.00
23	357.00
24	410.00
25	476.00
26	621.00
27	567.00
28	485.00
29	371.00
30	212.00]]

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DEFINITIONS

In this section, we define certain terms used throughout this Policy. Other terms may be defined in other parts of the policy. Defined terms are usually capitalized to provide emphasis.

Administrative Office – is the office that administers your policy. The mailing address of the Administrative Office at the time you applied for this Policy is shown in the heading of the Application. If the address changes, we will send you written notice of the new address.

Age – means the age as of the Insured's birthday nearest to the Policy Date, increased by the number of complete policy years elapsed. We issue your policy at the Age shown in your Policy Specifications.

Application – consists of the Application for this Policy, including any Certificate of Health, Statement of Good Health and Insurability, amendments and endorsements, and any application for reinstatement.

Basic Life Coverage – is insurance coverage on the Insured provided by this Policy as shown in the Policy Specifications and any related Supplemental Schedule of Coverage. Certain riders may provide life insurance coverage, but such amounts are not included in the Basic Life Coverage.

Class – is used in determining policy premiums, and depends on a number of factors, including (but not limited to) the Death Benefit, Face Amount, Policy Date, policy duration, the Insured's Age, Risk Class, and the presence of optional riders and benefits.

Code – is the U.S. Internal Revenue Code of 1986, as amended, and the rules and regulations issued thereunder.

Evidence of Insurability – is information, including medical information, satisfactory to us that is used to determine insurability and the Insured's Risk Class, subject to our approval.

Face Amount – is the Face Amount of Basic Life Coverage as shown in the Policy Specifications and any related Supplemental Schedule of Coverage.

In Force – means a policy is in effect and provides a death benefit on the Insured.

Insured – is the person insured under this Policy, as shown in the Policy Specifications.

Owner, **you**, **or your** – refers to the Owner of this Policy, as shown in the Policy Specifications at the time of issue or in the Title Change Confirmation if ownership is changed after issue.

Policy Date – is shown in the Policy Specifications and means the date the policy and associated riders become effective. Policy and rider months, quarters, years, and anniversaries are measured from this date.

Policy Specifications – is a section of the policy that shows information specific to your policy.

Risk Class – is used in determining policy premiums and is determined by us during the underwriting process. Risk Class depends on the Insured's gender, health, tobacco use, and other factors. The Risk Class of the Insured is shown in the Policy Specifications. Risk Class may also be referred to as Risk Classification.

Supplemental Schedule of Coverage – is the written notice we will provide to you at your last known address reflecting certain changes made to your policy after the Policy Date.

Total Face Amount – is the sum of the Face Amount of Basic Life Coverage and the Face Amounts of any rider providing coverage on the Insured. The Total Face Amount is used in determining the Death Benefit under this Policy and is shown in the Policy Specifications.

We, our, ours, and us - refer to Pacific Life Insurance Company.

Written Request – is your signed request, or your signed request on a form we provide, and received by us at our Administrative Office, containing information we need to act on the request. We will not be responsible for the validity of any Written Request.

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DEATH BENEFIT

When the Policy is In Force – This Policy is In Force as of the Policy Date, subject to your acceptance of the delivered policy and payment of the initial premium. The policy remains In Force until the earliest of the following termination as described in the Termination provision or the death of the Insured.

Death Benefit – This Policy provides a Death Benefit on the death of the Insured while this Policy is In Force. The Death Benefit is equal to the Face Amount shown in the Policy Specifications but may be subject to adjustment as provided in the Misstatement provision or elsewhere in the policy.

Death Benefit Proceeds – The Death Benefit Proceeds ("Proceeds") are the actual amount payable if the Insured dies while this Policy is In Force. The Proceeds amount is equal to the Death Benefit, as of the date of death, plus any added benefit provided by rider, plus the pro-rata portion of any premium paid beyond the end of the policy month of death, less the amount of any premiums that are due but not yet paid at the time of death.

We will pay the Proceeds within two months after we receive, at our Administrative Office:

- Due proof of the Insured's death, consisting of a certified copy of the death certificate for the Insured or other lawful evidence providing equivalent information;
- Proof of the claimant's legal interest in the Proceeds; and
- Sufficient evidence that any legal impediments to payment of Proceeds that depend on parties other than us have been resolved. Legal impediments to payment include, but are not limited to (a) the establishment of guardianships and conservatorships; (b) the appointment and qualification of trustees, executors and administrators; (c) submission of information required to satisfy state and federal reporting requirements; and (d) conflicting claims.

Proceeds paid are subject to the conditions and adjustments defined in other policy provisions, such as General Provisions. We will pay interest on the Proceeds from the date of death at a rate not less than the rate payable for funds left on deposit (see the Income Benefits section). If payment of Proceeds is delayed more than 31 calendar days after we receive the above requirements needed to pay the claim, we will pay additional interest at a rate of 10% annually beginning with the 31st calendar day referenced above. Proceeds are paid as a lump sum unless you choose another payment method, as described in the Income Benefits section.

PREMIUMS

Premium Payments – This Policy will not be In Force until the initial premium is paid. The initial premium is payable either at our Administrative Office or to our authorized representative before we can place your policy In Force. Subsequent premiums are payable only at our Administrative Office. At your request, we will give you a premium receipt signed by one of our officers. We will consider any premium paid after the initial premium, whether delivered to an independent producer or otherwise, to be "received" when it is actually delivered to our Administrative Office. Except for the initial premium, Pacific Life bears no responsibility for any premium unless the premium is received by us.

Guaranteed Premiums – The guaranteed maximum annual premiums for Basic Life Coverage under this Policy are shown in the Policy Specifications. These premiums include the Policy Fee that is shown in the Policy Specifications.

Reduction to Premiums – If a reduction in the Face Amount of this Policy is processed, the premiums for this Policy will be reduced.

The guaranteed maximum Annual Premium for Basic Life Coverage in each year following the reduction in coverage will be calculated as $(a - b) \times c + b$, where:

- a = The Annual Premium before the reduction;
- b = The Policy Fee shown in the Policy Specifications; and
- c = The ratio of the Face Amount after the reduction to the Face Amount prior to the reduction at the time of the request.

Calculation of Premium Due – Your total premium due in any year will reflect the annual premium for Basic Life Coverage, plus the premium for any rider that is added to this Policy.

Premiums can be paid more frequently than annually, but the total amount paid each year may be greater than when paid annually. To calculate the premium due for other modes of payment, the Annual Premium due for Basic Life Coverage plus any rider is multiplied by the Modal Premium Factor shown in the Policy Specifications. This amount will be rounded up to the nearest \$0.01.

The initial modal premium to be paid under this Policy for the first policy year, including both Basic Life Coverage and any riders, is shown in the Policy Specifications.

POLICY LAPSE AND REINSTATEMENT

Grace Period – After the initial premium, we will allow a 31 day Grace Period after the premium due date to pay each premium. During the Grace Period, the policy will remain In Force. If a premium is not paid before the end of the Grace Period, the policy will Lapse. Payments sent by U.S. Mail must be postmarked within the Grace Period. If the death of the Insured occurs during the Grace Period, the premium required to provide insurance from the premium due date to the end of the policy month will be deducted from the Proceeds.

Notification of Termination for Non-Payment – If the premium has not been paid, a Grace Period Notice will be sent to you, on the Monthly Payment Date. Thirty days after the Monthly Payment Date on which the insufficiency occurred, we will provide a notification of termination for non-payment to you, any assignee of record, and any additional person designated to receive notice of lapse or termination. Both notices will be provided to each person at their last known addresses by first class United States mail, postage prepaid and will state the due date and the amount of premium required for your policy to remain In Force.

Lapse – If sufficient premium is not paid by the end of the Grace Period, the policy will terminate without value.

Reinstatement – If the policy Lapses before the Expiration Date, you may reinstate it within three years after the date of Lapse. To reinstate this Policy you must provide us with the following:

- A written application;
- Evidence of Insurability;
- Payment of all overdue premiums with 6.00% interest compounded annually up to the date of reinstatement;
- Payment of any premiums due within 30 days following the date of reinstatement.

The reinstatement effective date will be the beginning of the policy month that follows our receipt of the above requirements and our approval of your application.

Renewability Provision – This is a renewable term insurance policy. Coverage is renewable and premiums are payable until the Expiration Date or until death, if earlier, as indicated in the Policy Specifications. Premiums are payable as shown in the Policy Specifications.

TERMINATION

This Policy will terminate and, except for the limited right to reinstate the policy, all coverages and rights of the Owner will end upon the earliest of the following events:

- The death of the Insured;
- The Expiration Date, as shown in the Policy Specifications;
- Conversion of this Policy, as provided in the Conversion provision;
- Lapse of this Policy, as provided in the Grace Period and Lapse provisions;
- Successful contest of this Policy as described in the Incontestability provision; and
- Our receipt of your Written Request to terminate the policy.

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Upon termination we will refund to you the pro-rata portion of any premium you have paid that applies to a period beyond the end of the policy month in which the policy terminates.

CONVERSION

While this Policy is In Force, and subject to the conditions below, you may convert this Policy to a new policy at any time before the Conversion Period End Date shown in the Policy Specifications. The Insured will not be required to provide Evidence of Insurability in order for you to exercise this conversion right; however, conversion will not be allowed during a period of Total Disability as defined in any Waiver of Premium Rider that may be attached to this Policy.

To convert this Policy we must receive your Written Request on a form provided by us. Upon conversion, coverage under this Policy and its riders will terminate. You should consult your tax advisor before you exercise this conversion right and before you make any other change to your life insurance policy.

The effective date of the new policy will be the same as the date this Policy terminates. The Insured must be living for the new policy to take effect. The new policy may be issued on any plan of permanent insurance that we make available for such purpose. The Insured's Risk Class on the new policy will be the same as the Insured's Risk Class on this Policy, if available. Otherwise, we will use the most comparable Risk Class available for the new policy, as determined by us.

If additional riders are in effect under this Policy on the date of the conversion, you may choose similar riders, if available, for the new policy, and subject to our rules in effect at the time of the conversion. We reserve the right to offer new riders and require any Evidence of Insurability as needed for those additional riders.

The Face Amount of the new policy cannot exceed the Face Amount of this Policy. You may select a lesser Face Amount as long as it is not less than our regular minimum issue limit for the new policy form at the time of conversion.

- Prior to issue, the initial premium for the new policy is required and must be sufficient to place the new policy In Force.
- Premiums and charges for the new policy will be based on our rates in effect on the issue date of the new policy. The premiums and charges will be based on the Insured's Age and the same Risk Class, if available, or the most comparable Risk Class, as determined by us.

The incontestability and suicide exclusion provisions in the new policy are effective from the issue date of this Policy. If the new policy includes additional coverage for which Evidence of Insurability was given, new incontestability and suicide exclusion provisions may apply to that coverage.

Conversion Credit – We will apply a credit to the new permanent insurance policy when you convert this Policy after the first policy year and by the Conversion Period End Date. The Conversion Credit will not be available if a conversion occurs during the first policy year. The amount of the Conversion Credit is shown in the Policy Specifications. The Conversion Credit, if applicable, may only be applied to reduce the initial modal premium for the new policy. If you request a Partial Conversion, the Conversion Credit will be pro-rated based on the proportion of the converted Face Amount to the Face Amount In Force prior to the Partial Conversion.

FACE AMOUNT DECREASE

Face Amount Decrease – You may request a decrease in the Face Amount of the policy by providing a Written Request. A decrease in the Face Amount is subject to these limits:

- Only one requested decrease is allowed during the life of the policy;
- The Minimum Face Amount is shown in the Policy Specifications;
- The decrease is available only after the fifth policy year; and
- The decrease may be up to 50% of the current Face Amount.

The effective date of the decreased Face Amount will be the first monthly Policy Date following the date we receive your Written Request. Upon approval of any decrease, we will send you a Supplemental Schedule of

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Coverage to reflect the decrease. Premiums are calculated as described in the Reduction to Premiums provision of this Policy.

INCOME BENEFITS

Income Benefits – All or part of any policy proceeds may, instead of being paid in a lump sum, be left with us under any one, or a combination of the income benefit plans available, subject to our minimum amount requirements on the date of election. If the payee is not a natural person, the choice of a payment option will be subject to our approval. We guarantee that the income benefit will not be less than the income that would be provided by the single premium immediate annuity purchase rates we offer at the time. We guarantee that we will have at least the following income benefit plans available.

Fixed Income – Equal payments of the amount chosen with interest of not less than 2% per year until the funds left on deposit are exhausted.

Life Income – Monthly income will automatically be guaranteed to continue for at least ten years. If the payee dies before the end of the ten-year period, payments will continue to the end of the ten-year period to a person designated in writing by that payee. The purchase rates for the monthly income for a male or female income recipient bought by each \$1,000 of benefits are shown below.

	Monthly		Monthly		Monthly		Monthly		Monthly
Age	Income	Age	Income	Age	Income	Age	Income	Age	Income
0-30	2.38	40	2.63	50	3.00	60	3.60	70	4.63
32	2.42	42	2.69	52	3.10	62	3.76	72	4.92
34	2.47	44	2.76	54	3.20	64	3.94	74	5.26
36	2.52	46	2.83	56	3.32	66	4.14	75+	5.45
38	2.57	48	2.91	58	3.45	68	4.37		

Monthly income amounts for Ages not shown are halfway between the two amounts for the nearest two Ages that are shown. Amounts shown are based on an annual interest rate of 2% and the Annuity 2000 female mortality table with five-year age setback. We may require evidence of survival for incomes that last more than ten years.

OWNER AND BENEFICIARY

Owner – The Owner of this Policy is as shown in the Policy Specifications or as later changed by Written Request. If you change the Owner, the change is effective on the date the Written Request is signed, unless otherwise specified by the Owner, subject to our receipt of it and subject to any action taken or payment made by us prior to its receipt. If there are two or more Owners, they will own this contract as joint tenants with right of survivorship, unless otherwise provided by Written Request. We recommend you consult your tax advisor before requesting a change of Owner.

Assignment – You may assign this Policy by Written Request. An assignment must be recorded at our Administrative Office. When received, the assignment will take effect as of the date the Written Request was signed unless otherwise specified by the Owner. Any rights created by the assignment will be subject to any payments made or actions taken by us before the change is received. We will not be responsible for the validity of any assignment. We recommend you consult your tax advisor before requesting an assignment.

Beneficiary – The beneficiary is named by you in the Application to receive the Death Benefit proceeds. You may name one or more beneficiaries. If you name more than one beneficiary, they will share the Death Benefit proceeds equally or as you may otherwise specify by Written Request. If you have named a contingent beneficiary, that person becomes the beneficiary if the beneficiary dies before the Insured. A beneficiary may not, at or after the Insured's death, assign, transfer or encumber any benefit payable. To the extent allowed by law, policy benefits will not be subject to the claims of any creditor of any beneficiary.

During the Insured's lifetime, you may make a change of beneficiary by Written Request on a form provided by us while the policy is In Force. The change will take place as of the date the request is signed unless otherwise specified by the Owner. Any rights created by the change will be subject to any payments made or actions taken by us before we have received the Written Request. You may designate an irrevocable beneficiary whose rights under the policy cannot be changed without his or her written consent.

The interest of a beneficiary who does not outlive the Insured will be divided pro rata among the surviving beneficiaries. If no beneficiaries survive the Insured, the Death Benefit Proceeds will pass to the Owner, or the Owner's estate if the Owner does not survive the Insured. In the event of a simultaneous death of the Insured and a beneficiary such that it cannot be determined who died first, it will be assumed, unless proof to the contrary is provided, that the beneficiary died last.

GENERAL PROVISIONS

Entire Contract – This Policy is a contract between you and us. This Policy, the attached copy of the initial Application, including any amendments and endorsements to the Application, any Supplemental Schedules of Coverage, any applications for reinstatement, all subsequent applications to change the policy, any endorsements, benefits, or riders, and all additional policy information sections added to this Policy are the entire contract. Only our president, chief executive officer or secretary is authorized to change this contract or extend the time for paying premiums. Any such change must be in writing.

All statements in the Application shall, in the absence of fraud, be deemed representations and not warranties. We will not use any statement to contest this Policy or defend a claim on grounds of misrepresentation unless the statement is in an Application.

Incontestability – We will not contest this Policy unless there was a material misrepresentation in the Application or, when permitted by applicable state law, where the policy was procured through fraud. If we determine that the Application contains a material misrepresentation, we will rescind the policy and return to you the premiums paid. No Death Benefit will be paid. After the policy has been In Force for two years during the Insured's lifetime, this Policy cannot be contested except for failure to pay premiums due or if the policy was procured by fraud.

If this Policy lapses and is later reinstated, we will not contest the reinstated policy unless there was a material misrepresentation in the Application required for reinstatement, or, when permitted by applicable state law, where the policy was procured through fraud, or for failure to pay premiums due. If we determine that such Application contains a material misrepresentation, we will rescind the reinstated policy as of the reinstatement date and return to you the premiums due after the reinstatement date. No Death Benefit will be paid. After the reinstated policy has been In Force for two years during the Insured's lifetime, this Policy cannot be contested except for failure to pay premiums due or if the policy was procured by fraud.

A separate two year contestability provision shall apply to any change in coverage requiring underwriting and shall run from the date of application for change. Any such contest shall be limited to the change and statements made in the written application for change.

Non-Participating – This Policy will not share in any of our surplus earnings.

Suicide Exclusion – If the Insured dies by suicide, while sane or insane, within two years of the Policy Date, the Death Benefit Proceeds will be limited to an amount equal to the sum of the premiums paid.

Misstatement – If the Insured's sex or birth date is misstated in the Application, we will adjust all policy benefits. The adjusted benefit amounts, end dates for benefits, and other features will be those that the most recent premiums paid would have purchased using the correct sex and birth date. The adjustment will occur whether the misstatement is discovered before or after the death of the Insured.

Additional Services – While this Policy is In Force, we may, either directly or through a third party service provider, provide you with access to independent living-related resources and discounted independent living-related goods and services.

Right to Add Benefits – From time to time we may offer additional benefits that could be available to your policy by rider or endorsement. To request such an additional benefit, you must submit to us a Written Request. You or the proposed Insured may be subject to new underwriting for any additional benefit requested. If an additional benefit requested is issued pursuant to this paragraph, we will send you a Supplemental Schedule of Coverage.

Risk Class Improvement – You will have an opportunity to improve your policy's Risk Class as compared to the Risk Class that applied when this Policy was issued. This may reduce the premiums you pay. Risk Class Improvements are allowed only on a policy anniversary and only after the second anniversary, up to and including

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age 70. In order to qualify for an improved Risk Class, you will be required to send us a Written Request and Evidence of Insurability. We reserve the right to request additional evidence as determined by underwriting. We reserve the right to charge a fee, not to exceed \$100. The effective date of the new Risk Class will be the first monthly Policy Date following the date all required conditions are met. We will send you a Supplemental Schedule of Coverage which will show the new Risk Class and new premiums.

Compliance – We reserve the right to make any change to the provisions of this Policy to comply with, or give you the benefit of, any federal or state statute, rule, or regulation, including but not limited to requirements for life insurance contracts under the Code or of any state. We will provide you with a copy of any such change, and file such a change with the insurance supervisory official of the state in which this Policy is delivered. You have the right to refuse any such change.

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Pacific Life Insurance Company • [45 Enterprise • Aliso Viejo, CA 92656]

www.PacificLife.com

(800) 347-7787]

LEVEL PREMIUM TERM LIFE INSURANCE

- Death Benefit Payable On The Death Of The Insured
- Premiums Payable As Provided Herein
- Coverage To Age 95
- Convertible
- Non-Participating
- Renewable



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READ YOUR POLICY CAREFULLY. This is a legal contract between you, the Owner, and us, Pacific Life Insurance Company, a stock insurance company. We agree to pay the benefits of this Policy according to its provisions. The consideration for this Policy is the application for it, a copy of which is attached, and payment of the initial and subsequent premiums.

The method for determining the Death Benefit is described in the Death Benefit section of this Policy.

Premium payments must be made in order to keep the policy In Force.

Signed for Pacific Life Insurance Company,

Chairman and Chief Executive Officer

Secretary

LEVEL PREMIUM TERM LIFE INSURANCE

- Death Benefit Payable On The Death Of The Insured
- Premiums Payable As Provided Herein
- Coverage To Age 95
- Convertible
- Non-Participating
- Renewable

Insured: [JOHN DOE]

Owner: [LELAND STANFORD]

Policy Number: [XY99999990]
Policy Date: [November 1, 2012]

[State Department of Insurance: (XXX) XXX-XXXX]

Free Look Right – You may cancel this Policy within [20] days after you receive it. To do so, deliver it or mail it to us or to the Producer/Representative who delivered it to you. This Policy will then be deemed void from the beginning and we will refund any premium paid.

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POLICY SPECIFICATIONS

Base Policy: Level Premium Term Life Insurance

Premiums are Level During the First [10, 15, 20, 30] Policy Years and Increase Annually Thereafter

Conversion Period: [5 Years]

Conversion Period End Date: [November 1, 2017]

Conversion Credit After the First Policy Year: [\$180.00]

Requested Premium Payment Interval: [Monthly]

Initial [Monthly] Premium: [\$16.25]

*Policy Fee: [\$65.00]

Expiration Date (Attained Age 95): [November 1, 2072]

The premiums shown on the following pages are for annual payments. Premiums can be paid more frequently than annually, but the total amount paid each year may be greater than when paid annually. To calculate the premium due for other modes of payment, multiply the basic coverage premium [if Waiver of Premium is included, add "the Waiver of Premium Rider premium,"] and premium for riders we offer in the future by the appropriate factor below and round up to the nearest \$0.01:

0.52 for semi-annual premiums0.27 for quarterly premiums0.08333 for the monthly pre-authorized check payment

^{*} The Policy Fee is included in the Basic Life Coverage premium.

POLICY SPECIFICATIONS

Summary of Coverages Effective on the Policy Date

P12TRS Basic Life Coverage

Face Amount:

[\$100,000] Required Minimum Face Amount: [\$100,000]

R12TPS Waiver of Premium Rider

> Coverage Cease Date: [November 01, 2040]

Accelerated Death Benefit Rider for Terminal Illness R12TTI

> [Base Policy] Eligible Coverage:

[Other]

[Effective Date:] [Date]

Term Life Insurance Life Policy:

Insured: [JOHN DOE]

[LELAND STANFORD] Owner: Policy Date: [November 1, 2012]

Sex and Age: [Male 35]

[Standard Non-Tobacco] Risk Class:

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage

The Policy Fee is Included in the Premiums Shown

Policy Year	Annual Premiums
1	\$ 180.00
2	180.00
3	180.00
4	180.00
5	180.00
6	180.00
7	180.00
8	180.00
9	180.00
10	180.00
11	881.00
12	958.00
13	1,042.00
14	1,091.00
15	1,147.00
16 17	1,227.00
18	1,322.00 1,451.00
19	1,591.00
20	1,770.00
21	1,990.00
22	2,214.00
23	2,456.00
24	2,662.00
25	2,900.00
26	3,187.00
27	3,537.00
28	3,964.00
29	4,444.00
30	4,948.00
31	5,480.00
32	6,019.00
33	6,565.00
34	7,153.00
35	7,762.00

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage Continued

The Policy Fee is Included in the Premiums Shown

Policy Year 36 37 38 39 40 41 42 43 44 45 46	Annual Premiums \$ 8,500.00 9,326.00 10,411.00 11,556.00 12,760.00 14,076.00 15,511.00 17,177.00 19,123.00 21,370.00 23,820.00 26,609.00
49	32,647.00
50	36,115.00
51	39,990.00
52	44,284.00
53	48,974.00
54	54,000.00
55	59,303.00
56	64,836.00
57	70,041.00
58	75,466.00
59	81,188.00
60	87,233.00]
•	- ,]

POLICY SPECIFICATIONS

[Table of Premiums at Annual Intervals for Waiver of Premium Rider

Policy	Annual
Year	Premiums
[1	\$15.00
2	15.00
3	15.00
4	15.00
5	15.00
6	15.00
7	15.00
8	15.00
9	15.00
10	15.00
11	77.00
12	82.00
13	85.00
14	88.00
15	91.00
16	98.00
17	110.00
18	126.00
19	147.00
20	174.00
21	205.00
22	238.00
23	278.00
24	319.00
25	371.00
26	484.00
27	442.00
28	378.00
29	289.00
30	165.00]]

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Policy Specifications – is a section of the policy that shows information specific to your policy.

Risk Class – is used in determining policy premiums and is determined by us during the underwriting process. Risk Class depends on the Insured's gender, health, tobacco use, and other factors. The Risk Class of the Insured is shown in the Policy Specifications. Risk Class may also be referred to as Risk Classification.

Supplemental Schedule of Coverage – is the written notice we will provide to you at your last known address reflecting certain changes made to your policy after the Policy Date.

Total Face Amount – is the sum of the Face Amount of Basic Life Coverage and the Face Amounts of any rider providing coverage on the Insured. The Total Face Amount is used in determining the Death Benefit under this Policy and is shown in the Policy Specifications.

We, our, ours, and us - refer to Pacific Life Insurance Company.

Written Request – is your signed request, or your signed request on a form we provide, and received by us at our Administrative Office, containing information we need to act on the request. We will not be responsible for the validity of any Written Request.

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DEATH BENEFIT

When the Policy is In Force – This Policy is In Force as of the Policy Date, subject to your acceptance of the delivered policy and payment of the initial premium. The policy remains In Force until the earliest of the following termination as described in the Termination provision or the death of the Insured.

Death Benefit – This Policy provides a Death Benefit on the death of the Insured while this Policy is In Force. The Death Benefit is equal to the Face Amount shown in the Policy Specifications but may be subject to adjustment as provided in the Misstatement provision or elsewhere in the policy.

Death Benefit Proceeds – The Death Benefit Proceeds ("Proceeds") are the actual amount payable if the Insured dies while this Policy is In Force. The Proceeds amount is equal to the Death Benefit, as of the date of death, plus any added benefit provided by rider, plus the pro-rata portion of any premium paid beyond the end of the policy month of death, less the amount of any premiums that are due but not yet paid at the time of death.

We will pay the Proceeds within two months after we receive, at our Administrative Office:

- Due proof of the Insured's death, consisting of a certified copy of the death certificate for the Insured or other lawful evidence providing equivalent information;
- Proof of the claimant's legal interest in the Proceeds; and
- Sufficient evidence that any legal impediments to payment of Proceeds that depend on parties other than us have been resolved. Legal impediments to payment include, but are not limited to (a) the establishment of guardianships and conservatorships; (b) the appointment and qualification of trustees, executors and administrators; (c) submission of information required to satisfy state and federal reporting requirements; and (d) conflicting claims.

Proceeds paid are subject to the conditions and adjustments defined in other policy provisions, such as General Provisions. We will pay interest on the Proceeds from the date of death at a rate not less than the rate payable for funds left on deposit (see the Income Benefits section). If payment of Proceeds is delayed more than 31 calendar days after we receive the above requirements needed to pay the claim, we will pay additional interest at a rate of 10% annually beginning with the 31st calendar day referenced above. Proceeds are paid as a lump sum unless you choose another payment method, as described in the Income Benefits section.

PREMIUMS

Premium Payments – This Policy will not be In Force until the initial premium is paid. The initial premium is payable either at our Administrative Office or to our authorized representative before we can place your policy In Force. Subsequent premiums are payable only at our Administrative Office. At your request, we will give you a premium receipt signed by one of our officers. We will consider any premium paid after the initial premium, whether delivered to an independent producer or otherwise, to be "received" when it is actually delivered to our Administrative Office. Except for the initial premium, Pacific Life bears no responsibility for any premium unless the premium is received by us.

Guaranteed Premiums – The guaranteed maximum annual premiums for Basic Life Coverage under this Policy are shown in the Policy Specifications. These premiums include the Policy Fee that is shown in the Policy Specifications.

Reduction to Premiums – If a reduction in the Face Amount of this Policy is processed, the premiums for this Policy will be reduced.

The guaranteed maximum Annual Premium for Basic Life Coverage in each year following the reduction in coverage will be calculated as $(a - b) \times c + b$, where:

- a = The Annual Premium before the reduction;
- b = The Policy Fee shown in the Policy Specifications; and
- c = The ratio of the Face Amount after the reduction to the Face Amount prior to the reduction at the time of the request.

Calculation of Premium Due – Your total premium due in any year will reflect the annual premium for Basic Life Coverage, plus the premium for any rider that is added to this Policy.

Premiums can be paid more frequently than annually, but the total amount paid each year may be greater than when paid annually. To calculate the premium due for other modes of payment, the Annual Premium due for Basic Life Coverage plus any rider is multiplied by the Modal Premium Factor shown in the Policy Specifications. This amount will be rounded up to the nearest \$0.01.

The initial modal premium to be paid under this Policy for the first policy year, including both Basic Life Coverage and any riders, is shown on the Policy Specifications.

POLICY LAPSE AND REINSTATEMENT

Grace Period – After the initial premium, we will allow a 31 day Grace Period after the premium due date to pay each premium. During the Grace Period, the policy will remain In Force. If a premium is not paid before the end of the Grace Period, the policy will Lapse. Payments sent by U.S. Mail must be postmarked within the Grace Period. If the death of the Insured occurs during the Grace Period, the premium required to provide insurance from the premium due date to the end of the policy month will be deducted from the Proceeds.

Notification of Termination for Non-Payment – If the premium has not been paid, a Grace Period Notice will be sent to you, on the Monthly Payment Date. Thirty days after the Monthly Payment Date on which the insufficiency occurred, we will provide a notification of termination for non-payment to you, any assignee of record, and any additional person designated to receive notice of lapse or termination. Both notices will be provided to each person at their last known addresses by first class United States mail, postage prepaid and will state the due date and the amount of premium required for your policy to remain In Force.

Lapse – If sufficient premium is not paid by the end of the Grace Period, the policy will terminate without value.

Reinstatement – If the policy Lapses before the Expiration Date, you may reinstate it within three years after the date of Lapse. To reinstate this Policy you must provide us with the following:

- A written application;
- Evidence of Insurability;
- Payment of all overdue premiums with 6.00% interest compounded annually up to the date of reinstatement;
- Payment of any premiums due within 30 days following the date of reinstatement.

The reinstatement effective date will be the beginning of the policy month that follows our receipt of the above requirements and our approval of your application.

Renewability Provision – This is a renewable term insurance policy. Coverage is renewable and premiums are payable until the Expiration Date or until death, if earlier, as indicated in the Policy Specifications. Premiums are payable as shown in the Policy Specifications.

TERMINATION

This Policy will terminate and, except for the limited right to reinstate the policy, all coverages and rights of the Owner will end upon the earliest of the following events:

- The death of the Insured;
- The Expiration Date, as shown in the Policy Specifications;
- Conversion of this Policy, as provided in the Conversion provision;
- Lapse of this Policy, as provided in the Grace Period and Lapse provisions;
- Successful contest of this Policy as described in the Incontestability provision; and
- Our receipt of your Written Request to terminate the policy.

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Upon termination we will refund to you the pro-rata portion of any premium you have paid that applies to a period beyond the end of the policy month in which the policy terminates.

CONVERSION

While this Policy is In Force, and subject to the conditions below, you may convert this Policy to a new policy at any time before the Conversion Period End Date shown in the Policy Specifications. The Insured will not be required to provide Evidence of Insurability in order for you to exercise this conversion right; however, conversion will not be allowed during a period of Total Disability as defined in any Waiver of Premium Rider that may be attached to this Policy.

To convert this Policy we must receive your Written Request on a form provided by us. Upon conversion, coverage under this Policy and its riders will terminate. You should consult your tax advisor before you exercise this conversion right and before you make any other change to your life insurance policy.

The effective date of the new policy will be the same as the date this Policy terminates. The Insured must be living for the new policy to take effect. The new policy may be issued on any plan of permanent insurance that we make available for such purpose. The Insured's Risk Class on the new policy will be the same as the Insured's Risk Class on this Policy, if available. Otherwise, we will use the most comparable Risk Class available for the new policy, as determined by us.

If additional riders are in effect under this Policy on the date of the conversion, you may choose similar riders, if available, for the new policy, and subject to our rules in effect at the time of the conversion. We reserve the right to offer new riders and require any Evidence of Insurability as needed for those additional riders.

The Face Amount of the new policy cannot exceed the Face Amount of this Policy. You may select a lesser Face Amount as long as it is not less than our regular minimum issue limit for the new policy form at the time of conversion.

- Prior to issue, the initial premium for the new policy is required and must be sufficient to place the new policy In Force.
- Premiums and charges for the new policy will be based on our rates in effect on the issue date of the new
 policy. The premiums and charges will be based on the Insured's Age and the same Risk Class, if available,
 or the most comparable Risk Class, as determined by us.

The incontestability and suicide exclusion provisions in the new policy are effective from the issue date of this Policy. If the new policy includes additional coverage for which Evidence of Insurability was given, new incontestability and suicide exclusion provisions may apply to that coverage.

Conversion Credit – We will apply a credit to the new permanent insurance policy when you convert this Policy after the first policy year and by the Conversion Period End Date. The Conversion Credit will not be available if a conversion occurs during the first policy year. The amount of the Conversion Credit is shown in the Policy Specifications. The Conversion Credit, if applicable, may only be applied to reduce the initial modal premium for the new policy. If you request a Partial Conversion, the Conversion Credit will be pro-rated based on the proportion of the converted Face Amount to the Face Amount In Force prior to the Partial Conversion.

FACE AMOUNT DECREASE

Face Amount Decrease – You may request a decrease in the Face Amount of the policy by providing a Written Request. A decrease in the Face Amount is subject to these limits:

- Only one requested decrease is allowed during the life of the policy;
- The Minimum Face Amount is shown in the Policy Specifications;
- The decrease is available only after the fifth policy year; and
- The decrease may be up to 50% of the current Face Amount.

The effective date of the decreased Face Amount will be the first monthly Policy Date following the date we receive your Written Request. Upon approval of any decrease, we will send you a Supplemental Schedule of

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Coverage to reflect the decrease. Premiums are calculated as described in the Reduction to Premiums provision of this Policy.

INCOME BENEFITS

Income Benefits – All or part of any policy proceeds may, instead of being paid in a lump sum, be left with us under any one, or a combination of the income benefit plans available, subject to our minimum amount requirements on the date of election. If the payee is not a natural person, the choice of a payment option will be subject to our approval. We guarantee that the income benefit will not be less than the income that would be provided by the single premium immediate annuity purchase rates we offer at the time. We guarantee that we will have at least the following income benefit plans available.

Fixed Income – Equal payments of the amount chosen with interest of not less than 2% per year until the funds left on deposit are exhausted.

Life Income – Monthly income will automatically be guaranteed to continue for at least ten years. If the payee dies before the end of the ten-year period, payments will continue to the end of the ten-year period to a person designated in writing by that payee. The purchase rates for the monthly income for a male or female income recipient bought by each \$1,000 of benefits are shown below.

	Monthly		Monthly		Monthly		Monthly		Monthly
Age	Income	Age	Income	Age	Income	Age	Income	Age	Income
0-30	2.38	40	2.63	50	3.00	60	3.60	70	4.63
32	2.42	42	2.69	52	3.10	62	3.76	72	4.92
34	2.47	44	2.76	54	3.20	64	3.94	74	5.26
36	2.52	46	2.83	56	3.32	66	4.14	75+	5.45
38	2.57	48	2.91	58	3.45	68	4.37		

Monthly income amounts for Ages not shown are halfway between the two amounts for the nearest two Ages that are shown. Amounts shown are based on an annual interest rate of 2% and the Annuity 2000 female mortality table with five-year age setback. We may require evidence of survival for incomes that last more than ten years.

OWNER AND BENEFICIARY

Owner – The Owner of this Policy is as shown in the Policy Specifications or as later changed by Written Request. If you change the Owner, the change is effective on the date the Written Request is signed, unless otherwise specified by the Owner, subject to our receipt of it and subject to any action taken or payment made by us prior to its receipt. If there are two or more Owners, they will own this contract as joint tenants with right of survivorship, unless otherwise provided by Written Request. We recommend you consult your tax advisor before requesting a change of Owner.

Assignment – You may assign this Policy by Written Request. An assignment must be recorded at our Administrative Office. When received, the assignment will take effect as of the date the Written Request was signed unless otherwise specified by the Owner. Any rights created by the assignment will be subject to any payments made or actions taken by us before the change is received. We will not be responsible for the validity of any assignment. We recommend you consult your tax advisor before requesting an assignment.

Beneficiary – The beneficiary is named by you in the Application to receive the Death Benefit proceeds. You may name one or more beneficiaries. If you name more than one beneficiary, they will share the Death Benefit proceeds equally or as you may otherwise specify by Written Request. If you have named a contingent beneficiary, that person becomes the beneficiary if the beneficiary dies before the Insured. A beneficiary may not, at or after the Insured's death, assign, transfer or encumber any benefit payable. To the extent allowed by law, policy benefits will not be subject to the claims of any creditor of any beneficiary.

During the Insured's lifetime, you may make a change of beneficiary by Written Request on a form provided by us while the policy is In Force. The change will take place as of the date the request is signed unless otherwise specified by the Owner. Any rights created by the change will be subject to any payments made or actions taken by us before we have received the Written Request. You may designate an irrevocable beneficiary whose rights under the policy cannot be changed without his or her written consent.

The interest of a beneficiary who does not outlive the Insured will be divided pro rata among the surviving beneficiaries. If no beneficiaries survive the Insured, the Death Benefit Proceeds will pass to the Owner, or the Owner's estate if the Owner does not survive the Insured. In the event of a simultaneous death of the Insured and a beneficiary such that it cannot be determined who died first, it will be assumed, unless proof to the contrary is provided, that the beneficiary died last.

GENERAL PROVISIONS

Entire Contract – This Policy is a contract between you and us. This Policy, the attached copy of the initial Application, including any amendments and endorsements to the Application, any Supplemental Schedules of Coverage, any applications for reinstatement, all subsequent applications to change the policy, any endorsements, benefits, or riders, and all additional policy information sections added to this Policy are the entire contract. Only our president, chief executive officer or secretary is authorized to change this contract or extend the time for paying premiums. Any such change must be in writing.

All statements in the Application shall, in the absence of fraud, be deemed representations and not warranties. We will not use any statement to contest this Policy or defend a claim on grounds of misrepresentation unless the statement is in an Application.

Incontestability – We will not contest this Policy unless there was a material misrepresentation in the Application or, when permitted by applicable state law, where the policy was procured through fraud. If we determine that the Application contains a material misrepresentation, we will rescind the policy and return to you the premiums paid. No Death Benefit will be paid. After the policy has been In Force for two years during the Insured's lifetime, this Policy cannot be contested except for failure to pay premiums due or if the policy was procured by fraud.

If this Policy lapses and is later reinstated, we will not contest the reinstated policy unless there was a material misrepresentation in the Application required for reinstatement, or, when permitted by applicable state law, where the policy was procured through fraud, or for failure to pay premiums due. If we determine that such Application contains a material misrepresentation, we will rescind the reinstated policy as of the reinstatement date and return to you the premiums due after the reinstatement date. No Death Benefit will be paid. After the reinstated policy has been In Force for two years during the Insured's lifetime, this Policy cannot be contested except for failure to pay premiums due or if the policy was procured by fraud.

A separate two year contestability provision shall apply to any change in coverage requiring underwriting and shall run from the date of application for change. Any such contest shall be limited to the change and statements made in the written application for change.

Non-Participating – This Policy will not share in any of our surplus earnings.

Suicide Exclusion – If the Insured dies by suicide, while sane or insane, within two years of the Policy Date, the Death Benefit Proceeds will be limited to an amount equal to the sum of the premiums paid. .

Misstatement – If the Insured's sex or birth date is misstated in the Application, we will adjust all policy benefits. The adjusted benefit amounts, end dates for benefits, and other features will be those that the most recent premiums paid would have purchased using the correct sex and birth date. The adjustment will occur whether the misstatement is discovered before or after the death of the Insured.

Additional Services – While this Policy is In Force, we may, either directly or through a third party service provider, provide you with access to independent living-related resources and discounted independent living-related goods and services.

Right to Add Benefits – From time to time we may offer additional benefits that could be available to your policy by rider or endorsement. To request such an additional benefit, you must submit to us a Written Request. You or the proposed Insured may be subject to new underwriting for any additional benefit requested. If an additional benefit requested is issued pursuant to this paragraph, we will send you a Supplemental Schedule of Coverage.

Risk Class Improvement – You will have an opportunity to improve your policy's Risk Class as compared to the Risk Class that applied when this Policy was issued. This may reduce the premiums you pay. Risk Class Improvements are allowed only on a policy anniversary and only after the second anniversary, up to and including

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age 70. In order to qualify for an improved Risk Class, you will be required to send us a Written Request and Evidence of Insurability. We reserve the right to request additional evidence as determined by underwriting. We reserve the right to charge a fee, not to exceed \$100. The effective date of the new Risk Class will be the first monthly Policy Date following the date all required conditions are met. We will send you a Supplemental Schedule of Coverage which will show the new Risk Class and new premiums.

Compliance – We reserve the right to make any change to the provisions of this Policy to comply with, or give you the benefit of, any federal or state statute, rule, or regulation, including but not limited to requirements for life insurance contracts under the Code or of any state. We will provide you with a copy of any such change, and file such a change with the insurance supervisory official of the state in which this Policy is delivered. You have the right to refuse any such change.

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Pacific Life Insurance Company • [45 Enterprise • Aliso Viejo, CA 92656]

[www.PacificLife.com (800) 347-7787]

LEVEL PREMIUM TERM LIFE INSURANCE

- Death Benefit Payable On The Death Of The Insured
- Premiums Payable As Provided Herein
- Coverage To Age 95
- Convertible
- Non-Participating
- Renewable

WAIVER OF PREMIUM RIDER

Benefit – Subject to this Rider's terms, we will waive payment of premiums for the policy to which this Rider is attached that become due while the Insured is totally disabled. If a covered period of disability starts before Age 60, we will waive premiums as long as Total Disability continues until the policy terminates. If a covered period of disability starts before Age 60 and continues to the policy anniversary on which the Insured attains Age 65, we will waive all further premiums. If a covered period of disability starts after Age 60, we will not waive any premiums after the later of Age 65 or two years after the disability started. Premiums will be waived at the intervals in effect when Total Disability begins.

If Total Disability begins during the Grace Period for an unpaid premium, that premium must be paid in order to establish a valid claim under this Rider. All premiums that become due during the first 180 days of a covered period of Total Disability must be paid in order to prevent the policy from lapsing; however, upon approval of the disability claim, any such paid premiums will be refunded to you.

If the waiver benefit is in effect, all benefits included under the policy, excluding optional benefits that are issued as riders or other attachments to the policy shall continue In Force.

Premiums waived under this Rider shall not be deducted from the policy proceeds.

Total Disability – Total Disability means a condition which:

- Results from bodily injury accidentally sustained or sickness;
- Began after the effective date of coverage;
- Occurs before the Insured's Age 65;
- Lasts continuously for at least 180 days; and, either
- Stops the Insured from performing the substantial and material duties of the job; or
- Includes the Insured's total and irrecoverable loss of sight of both eyes or use of two hands, two feet, or one hand and one foot.

During the first 24 months of disability, the "job" means the Insured's occupation for pay or profit at the time Total Disability began. After that, the "job" means any occupation for which the Insured is or becomes reasonably fitted by education, training or experience. If the Insured is a student when disability begins, the "job" means attending school.

Notice of Disability Claim – During the Insured's lifetime and while the Insured is disabled, we must receive notice of the Insured's Total Disability, at our Administrative Office, on forms we provide. If you provide proof to us that it was not reasonably possible for you to give us notice within the time limits stated above, we will still pay benefits; however, you must give us notice within one year from the time the Insured recovers.

Proof of Disability – Before we pay a benefit, we must receive proof of Total Disability while the Insured is alive and totally disabled, or as soon as reasonably possible. We will not waive premiums due more than one year before we first receive proof of Total Disability. We may periodically require proof of continuing disability. This proof may include a medical exam, at our expense, by a physician we select. During the first two years of disability, we will not require such proof more than once every 30 days. After two years of disability, we will not require such proof more than once a year. If a period of Total Disability begins before the Insured's Age 60 and continues to Age 65, thereafter we will not require proof of continuing disability.

War Service – Disability occurring in a period during which the Insured is in the armed forces of any country at war (declared or not) is not covered under this Rider, unless we are notified of the Insured's military service in the Application. No premiums for this Rider are payable for such period. If any premiums for this Rider are paid during such a period and we are notified of this situation, we will refund these premiums.

Other Exclusions – Disability which results from self-inflicted injury, criminal activity, and drug use is not covered under this Rider. The following are excluded:

- Total Disability caused or contributed to by any attempt at suicide, or intentionally self-inflicted injury, while sane or insane:
- Total Disability caused or contributed to by active participation in a riot, insurrection or terrorist activity;
- Total Disability caused or contributed to by committing or attempting to commit a felony;

- Total Disability caused or materially contributed to by voluntary intake or use by any means of:
 - a) Any drug, unless prescribed or administered by a physician and taken in accordance with the physician's instructions; or
 - b) Poison, gas, or fumes, unless a direct result of an occupational accident.

Premiums – Premiums for this Rider are payable in the amounts and at the intervals shown in the Policy Specifications.

Changes to Base Policy – Any decrease in Face Amount for the base policy will reduce the premium due for this Rider proportional to the amount of decrease.

Effective Date – This Rider is effective on the Policy Date. This Rider will terminate on the earliest of the following events:

- Our receipt of your Written Request to terminate this Rider; or
- Termination of the policy; or
- Non-payment of premium; or
- The Insured reaching Age 65.

Termination of this Rider means that new disability claims cannot be submitted, but will not affect any claim for a period of Total Disability that started before such termination.

Incontestability – This Rider will be incontestable after it has been in force for two years, excluding any period during which the Insured is disabled.

General Conditions – This Rider is part of the policy to which it is attached. This Rider has no cash value or loan value. All terms of the policy that do not conflict with this Rider's terms apply to this Rider.

Signed for Pacific Life Insurance Company,

Chairman and Chief Executive Officer

[www.PacificLife.com]

[(800) 347-7787]

WAIVER OF PREMIUM RIDER

Benefit – Subject to this Rider's terms, we will waive payment of premiums for the policy to which this Rider is attached that become due while the Insured is totally disabled. If a covered period of disability starts before Age 60, we will waive premiums as long as Total Disability continues until the policy terminates. If a covered period of disability starts before Age 60 and continues to the policy anniversary on which the Insured attains Age 65, we will waive all further premiums. If a covered period of disability starts after Age 60, we will not waive any premiums after the later of Age 65 or two years after the disability started. Premiums will be waived at the intervals in effect when Total Disability begins.

If Total Disability begins during the Grace Period for an unpaid premium, that premium must be paid in order to establish a valid claim under this Rider. All premiums that become due during the first 180 days of a covered period of Total Disability must be paid in order to prevent the policy from lapsing; however, upon approval of the disability claim, any such paid premiums will be refunded to you.

If the waiver benefit is in effect, all benefits included under the policy, excluding optional benefits that are issued as riders or other attachments to the policy shall continue In Force.

Premiums waived under this Rider shall not be deducted from the policy proceeds.

Total Disability – Total Disability means a condition which:

- Results from bodily injury accidentally sustained or sickness;
- Began after the effective date of coverage;
- Occurs before the Insured's Age 65;
- Lasts continuously for at least 180 days; and, either
- Stops the Insured from performing the substantial and material duties of the job; or
- Includes the Insured's total and irrecoverable loss of sight of both eyes or use of two hands, two feet, or one hand and one foot.

During the first 24 months of disability, the "job" means the Insured's occupation for pay or profit at the time Total Disability began. After that, the "job" means any occupation for which the Insured is or becomes reasonably fitted by education, training or experience. If the Insured is a student when disability begins, the "job" means attending school.

Notice of Disability Claim – During the Insured's lifetime and while the Insured is disabled, we must receive notice of the Insured's Total Disability, at our Administrative Office, on forms we provide. If you provide proof to us that it was not reasonably possible for you to give us notice within the time limits stated above, we will still pay benefits; however, you must give us notice within one year from the time the Insured recovers.

Proof of Disability – Before we pay a benefit, we must receive proof of Total Disability while the Insured is alive and totally disabled, or as soon as reasonably possible. We will not waive premiums due more than one year before we first receive proof of Total Disability. We may periodically require proof of continuing disability. This proof may include a medical exam, at our expense, by a physician we select. During the first two years of disability, we will not require such proof more than once every 30 days. After two years of disability, we will not require such proof more than once a year. If a period of Total Disability begins before the Insured's Age 60 and continues to Age 65, thereafter we will not require proof of continuing disability.

War Service – Disability occurring in a period during which the Insured is in the armed forces of any country at war (declared or not) is not covered under this Rider, unless we are notified of the Insured's military service in the Application. No premiums for this Rider are payable for such period. If any premiums for this Rider are paid during such a period and we are notified of this situation, we will refund these premiums.

Other Exclusions – Disability which results from self-inflicted injury, criminal activity, and drug use is not covered under this Rider. The following are excluded:

- Total Disability caused or contributed to by any attempt at suicide, or intentionally self-inflicted injury, while sane or insane:
- Total Disability caused or contributed to by active participation in a riot, insurrection or terrorist activity;
- Total Disability caused or contributed to by committing or attempting to commit a felony;

- Total Disability caused or materially contributed to by voluntary intake or use by any means of:
 - a) Any drug, unless prescribed or administered by a physician and taken in accordance with the physician's instructions; or
 - b) Poison, gas, or fumes, unless a direct result of an occupational accident.

Premiums – Premiums for this Rider are payable in the amounts and at the intervals shown in the Policy Specifications.

Changes to Base Policy – Any decrease in Face Amount for the base policy will reduce the premium due for this Rider proportional to the amount of decrease.

Effective Date – This Rider is effective on the Policy Date. This Rider will terminate on the earliest of the following events:

- Our receipt of your Written Request to terminate this Rider; or
- Termination of the policy; or
- Non-payment of premium; or
- The Insured reaching Age 65.

Termination of this Rider means that new disability claims cannot be submitted, but will not affect any claim for a period of Total Disability that started before such termination.

Incontestability – This Rider will be incontestable after it has been in force for two years, excluding any period during which the Insured is disabled.

General Conditions – This Rider is part of the policy to which it is attached. This Rider has no cash value or loan value. All terms of the policy that do not conflict with this Rider's terms apply to this Rider.

Signed for Pacific Life Insurance Company,

Chairman and Chief Executive Officer

[www.PacificLife.com]

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WAIVER OF PREMIUM RIDER

Benefit – Subject to this Rider's terms, we will waive payment of premiums for the policy to which this Rider is attached that become due while the Insured is totally disabled. If a covered period of disability starts before Age 60, we will waive premiums as long as Total Disability continues until the policy terminates. If a covered period of disability starts before Age 60 and continues to the policy anniversary on which the Insured attains Age 65, we will waive all further premiums. If a covered period of disability starts after Age 60, we will not waive any premiums after the later of Age 65 or two years after the disability started. Premiums will be waived at the intervals in effect when Total Disability begins.

If Total Disability begins during the Grace Period for an unpaid premium, that premium must be paid in order to establish a valid claim under this Rider. All premiums that become due during the first 180 days of a covered period of Total Disability must be paid in order to prevent the policy from lapsing; however, upon approval of the disability claim, any such paid premiums will be refunded to you.

If the waiver benefit is in effect, all benefits included under the policy, excluding optional benefits that are issued as riders or other attachments to the policy shall continue In Force.

Premiums waived under this Rider shall not be deducted from the policy proceeds.

Total Disability – Total Disability means a condition which:

- Results from bodily injury accidentally sustained or sickness;
- Began after the effective date of coverage;
- Occurs before the Insured's Age 65;
- Lasts continuously for at least 180 days; and, either
- Stops the Insured from performing the substantial and material duties of the job; or
- Includes the Insured's total and irrecoverable loss of sight of both eyes or use of two hands, two feet, or one hand and one foot.

During the first 24 months of disability, the "job" means the Insured's occupation for pay or profit at the time Total Disability began. After that, the "job" means any occupation for which the Insured is or becomes reasonably fitted by education, training or experience. If the Insured is a student when disability begins, the "job" means attending school.

Notice of Disability Claim – During the Insured's lifetime and while the Insured is disabled, we must receive notice of the Insured's Total Disability, at our Administrative Office, on forms we provide. If you provide proof to us that it was not reasonably possible for you to give us notice within the time limits stated above, we will still pay benefits; however, you must give us notice within one year from the time the Insured recovers.

Proof of Disability – Before we pay a benefit, we must receive proof of Total Disability while the Insured is alive and totally disabled, or as soon as reasonably possible. We will not waive premiums due more than one year before we first receive proof of Total Disability. We may periodically require proof of continuing disability. This proof may include a medical exam, at our expense, by a physician we select. During the first two years of disability, we will not require such proof more than once every 30 days. After two years of disability, we will not require such proof more than once a year. If a period of Total Disability begins before the Insured's Age 60 and continues to Age 65, thereafter we will not require proof of continuing disability.

War Service – Disability occurring in a period during which the Insured is in the armed forces of any country at war (declared or not) is not covered under this Rider, unless we are notified of the Insured's military service in the Application. No premiums for this Rider are payable for such period. If any premiums for this Rider are paid during such a period and we are notified of this situation, we will refund these premiums.

Other Exclusions – Disability which results from self-inflicted injury, criminal activity, and drug use is not covered under this Rider. The following are excluded:

- Total Disability caused or contributed to by any attempt at suicide, or intentionally self-inflicted injury, while sane or insane:
- Total Disability caused or contributed to by active participation in a riot, insurrection or terrorist activity;
- Total Disability caused or contributed to by committing or attempting to commit a felony;

- Total Disability caused or materially contributed to by voluntary intake or use by any means of:
 - a) Any drug, unless prescribed or administered by a physician and taken in accordance with the physician's instructions; or
 - b) Poison, gas, or fumes, unless a direct result of an occupational accident.

Premiums – Premiums for this Rider are payable in the amounts and at the intervals shown in the Policy Specifications.

Changes to Base Policy – Any decrease in Face Amount for the base policy will reduce the premium due for this Rider proportional to the amount of decrease.

Effective Date – This Rider is effective on the Policy Date. This Rider will terminate on the earliest of the following events:

- Our receipt of your Written Request to terminate this Rider; or
- Termination of the policy; or
- Non-payment of premium; or
- The Insured reaching Age 65.

Termination of this Rider means that new disability claims cannot be submitted, but will not affect any claim for a period of Total Disability that started before such termination.

Incontestability – This Rider will be incontestable after it has been in force for two years, excluding any period during which the Insured is disabled.

General Conditions – This Rider is part of the policy to which it is attached. This Rider has no cash value or loan value. All terms of the policy that do not conflict with this Rider's terms apply to this Rider.

Signed for Pacific Life Insurance Company,

Chairman and Chief Executive Officer

[www.PacificLife.com]

[(800) 347-7787]

R12TTI Accelerated Death Benefit Rider for Terminal Illness

> Base Policy [Other] Eligible Coverage:

[Effective Date] [Date]

ACCELERATED DEATH BENEFIT RIDER FOR TERMINAL ILLNESS

This rider ("Rider") becomes a part of the policy to which it is attached ("Policy") as of the Policy Date and covers only the person named as the Insured in the Policy Specifications. The Application and premium put this Rider In Force as of the Policy Date. A copy of the Application is attached. If the Rider is effective after the Policy Date, the effective date for this Rider will be shown on the Policy Specifications. If the provisions of this Rider and those of the Policy do not agree, the provisions of this Rider will apply. Please read it carefully.

This Rider provides prepayment to the Owner of a portion of the Death Benefit when written proof that the Insured has been certified as a Terminally III Individual and the conditions described in this Rider are met. The Terminal Illness Benefit represents a portion of the Death Benefit after applying a Reduction Factor as described in this Rider and is subject to the minimum and maximum amounts as described herein.

Disclosure – Accelerated death benefits for terminally ill individuals may affect eligibility for, or amounts of, other benefits provided by federal, state, or local government. Payment of an accelerated death benefit provided by this Rider is intended to qualify as death benefits under section 101(g) of the Internal Revenue Code. The federal, state, or local tax consequences resulting from payment of an accelerated death benefit will depend on your specific facts and circumstances. Consequently, advice and guidance should be obtained from a personal tax advisor prior to the receipt of any accelerated death benefit payments.

Payment of an Accelerated Death Benefit under this Rider will affect your Policy. The Death Benefit and premiums will be reduced as described below if a benefit is paid.

[State Department of Insurance: (XXX) XXX-XXXX]

Signed for Pacific Life Insurance Company,

Chairman and Chief Executive Officer

[(800) 347-7787]

R12TTI

[www.PacificLife.com]

DEFINITIONS

Terminally III Individual – means the Insured has been certified in writing by a Licensed Physician to have a medical condition that is reasonably expected to result in a life expectancy of 12 months or less from the date of Written Request.

Death Benefit - means the Death Benefit, as defined in the Policy.

Eligible Coverage – is the portion of the policy Face Amount that will qualify for determining the Terminal Illness Benefit under this Rider. Eligible Coverage is listed in the Policy Specifications under the title of this Rider.

Eligible Coverage does not include:

- · Any insurance under the Policy on the life of someone other than the Insured; and
- Any other rider on the Insured other than explicitly listed under Eligible Coverage above.

Insured – the person covered under the base Policy to which this Rider is attached. This term does not include other persons covered under other riders which are part of the Policy.

Licensed Physician – means a physician licensed and residing in the United States. A Licensed Physician does not include yourself or anyone who is an immediate family member.

Total Face Amount - means the Total Face Amount, as defined in the Policy.

BENEFIT ELIGIBILITY

Eligibility – In order to receive this benefit, the following conditions must be satisfied:

- 1. This benefit is only available to the Owner of this Policy upon Written Request on a form provided by us while the policy is In Force. We shall provide such claim form within 15 days of your request for an accelerated death benefit payment. If the claim form is not furnished within 15 days, it is considered that you have complied with the claim form requirements if you provide written proof covering the occurrence, the character and the extent of the occurrence for which claim is made.
- 2. We must receive written consent of any assignee of record named under the Policy or any irrevocable beneficiary named under the Policy.
- 3. This benefit is not available if the law requires the benefit to meet the claims of creditors, whether in bankruptcy or otherwise; or a government agency requires the benefit in order to apply for, obtain, or keep a government benefit or entitlement.
- 4. Any Accelerated Death Benefit Rider for Chronic Illness will terminate once a Written Request for Terminal Illness Benefit has been received by us under this Rider.
- 5. This benefit is not available for a Terminally III Individual whose illness results from attempted suicide, or intentionally self-inflicted injury.
- 6. Terminal Illness Benefits are payable immediately upon receipt of due written certification from a Licensed Physician that the Insured is a Terminally III Individual and meets the conditions of this Rider. Certification must include clinical, radiological or laboratory evidence of the condition that supports the certification of the licensed physician. We reserve the right to obtain at any time an additional opinion of the Insured's condition from a Licensed Physician at our expense. Should this opinion differ from that of the Insured's Licensed Physician, eligibility for benefits will be determined by a third Licensed Physician who is mutually acceptable to the Owner and us.

ACCELERATED DEATH BENEFIT VALUES

Terminal Illness Benefit – If the Insured qualifies as a Terminally III Individual and meets the Eligibility conditions of this Rider, you may submit a Written Request for a Terminal Illness Benefit on a form provided by us. The request should include the amount of Terminal Illness Benefit requested.

At the time of benefit payment, we will do the following:

- Limit the Terminal Illness Benefit to the lesser of 75% of the Eligible Coverage or \$250,000, as applicable;
- Calculate the Terminal Illness Benefit Proceeds; and
- Reduce Policy and Rider values as described herein.

Terminal Illness Benefit Proceeds – This is the amount payable upon request under this Rider. It is a one-time payment and is equal to the Terminal Illness Benefit multiplied by a) and reduced by b) where:

- a) The Terminal Illness Reduction Factor; and
- b) A processing charge, not to exceed \$100.

We will refund the amounts discussed in a) and b) above should the death of the Insured occur within 30 days of the Terminal Illness Benefit Proceeds.

The Terminal Illness Benefit will be paid as a lump sum. The minimum Terminal Illness Benefit is the lesser of \$500 or 25% of your policy Face Amount. We place no restrictions on how you use any Terminal Illness Benefit Proceeds that may be paid under this Rider. WE WILL PAY THE TERMINAL ILLNESS BENEFIT PROCEEDS ONLY ONCE PER POLICY.

Terminal Illness Reduction Factor – A Terminal Illness Reduction Factor will be calculated for the Terminal Illness Benefit and is equal to (a) divided by (b) where:

- a) Is equal to 1; and
- b) Is equal to 1 plus the Accelerated Death Benefit Interest Rate.

To Whom We Will Pay Benefits – All benefits will be payable to the Owner or the Owner's estate while the Insured is still living, unless otherwise assigned or designated by the Owner, subject to any required acknowledgment of concurrence for payout. We will be discharged to the extent of any such payment made in good faith.

Death of the Insured – If the Insured dies and we receive written notice of the death at our Administrative Office before Terminal Illness Benefit is paid, no such payment will be made. However, any payment made by us prior to receiving written notice of the Insured's death at our Administrative Office is effective and will reduce the Death Benefit Proceeds payable under the Policy.

Death Benefit Proceeds are paid according to the terms of the Policy to which this Rider is attached. Any Chronic Illness Benefit Proceeds, plus any required interest, paid by us after the date of death will reduce the Death Benefit Proceeds.

Accelerated Death Benefit Interest Rate – The Accelerated Death Benefit Interest Rate will not exceed the greater of:

- a) The current yield on the ninety-day Treasury bill; or
- b) The maximum fixed annual rate of 8% in arrears or a variable rate determined in accordance with the NAIC Model Policy Loan Interest Rate Bill, model #590.

EFFECT ON THE POLICY

Acceleration Percentage – Based on the Terminal Illness Benefit payment made we will adjust the policy's values by the Acceleration Percentage.

The Acceleration Percentage is calculated as (a divided by b), where:

- a = the Terminal Illness Benefit
- b = the Eligible Coverage on the date of the benefit payment.

Reduction to Total Face Amount – The Total Face Amount under your policy is reduced on the date of the Terminal Illness Benefit payment by an amount equal to the Acceleration Percentage multiplied by the Total Face Amount prior to the benefit payment. The policy shall be modified by an endorsement showing the premiums and death benefits following payment of the Terminal Illness Benefit.

Reduction to Premiums – The required premium payments under your policy are reduced on the date of the Terminal Illness Benefit payment. The guaranteed maximum Annual Premium for Basic Life Coverage and any other riders associated with the base policy, in each year following the reduction in coverage, will be calculated as $(a - b) \times (c) + b$, where:

- a = The Annual Premium shown in the Policy Specifications;
- b = The Policy Fee shown in the Policy Specifications; and
- c = The ratio of the Face Amount after the reduction to the Face Amount prior to the reduction at the time of the request.

Reduction to Death Benefit – The Policy Death Benefit will continue to be calculated according to the terms of the Policy to which this Rider is attached. Any accidental death benefits provided in the Policy or by rider shall not be affected by payment of the Terminal Illness Benefit.

Coordination with Other Payments – If there is another transaction requested on the same day as a Terminal Illness Benefit Proceeds is paid under the Policy, the Terminal Illness Benefit Proceeds will be processed after the other transactions.

Terminal Illness Benefit Payment Notice – Prior to or concurrent with the election to effect the Terminal Illness Benefit , we will send the Owner a statement demonstrating the effect of the Terminal Illness Benefit on the Death Benefit and premium.

GENERAL PROVISIONS

Incontestability – This Rider will follow the Incontestability provision of the Policy.

Reinstatement – If the Policy is reinstated, this Rider may be reinstated on the same terms.

Premium Requirement – There is no separate premium required for this benefit. However, this Rider does not eliminate the need to pay premiums to keep the Policy In Force. The Owner must continue to pay any premiums necessary to avoid policy lapse as described in the Policy or in any applicable riders attached to the Policy.

Effective Dates – This Rider is effective on the Policy Date unless otherwise stated. It will terminate on the earlier of:

- 1. Your Written Request;
- 2. The date the Terminal Illness Benefit Proceeds are paid;
- 3. The date the Rider or the Policy terminates; or
- 4. The date we receive notice of the death of the Insured.

Termination of this Rider shall not prejudice the payment of benefits for any claim that occurred while the Rider was In Force.

Filing Company: Pacific Life Insurance Company State Tracking Number:

Company Tracking Number: P12TRF, P12TRI, & P12TRS

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: P12TRF, P12TRI, & P12TRS

Project Name/Number: P12TRF, P12TRI, & P12TRS/

Supporting Document Schedules

Item Status: Status

Date:

Satisfied - Item: Flesch Certification

Comments:

Attachments:

Readability Certification.pdf AR Reg 19 Cert of Compliance.pdf AR1 (Guaranty Association Notice).pdf ST81.pdf

Item Status: Status

Date:

Satisfied - Item: Application

Comments:

The forms will be used mainly with application A10TRM previously approved in the your state on 12/01/2009 under SERFF #PALD-126375439.

Item Status: Status

Date:

Satisfied - Item: Life & Annuity - Acturial Memo

Comments:

Attachments:

PRIME actuarial memorandum - P12TRF.pdf

PRIME actuarial memorandum - P12TRI.pdf

Prime actuarial memorandum - P12TRS.pdf

NF test P12TRF10.pdf

NF test P12TRF15.pdf

NF test P12TRF20.pdf

NF test P12TRF30.pdf

NF test P12TRI10.pdf

NF test P12TRI15.pdf

NF test P12TRI20.pdf

NF test P12TRI30.pdf

Filing Company: Pacific Life Insurance Company State Tracking Number:

Company Tracking Number: P12TRF, P12TRI, & P12TRS

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: P12TRF, P12TRI, & P12TRS

Project Name/Number: P12TRF, P12TRI, & P12TRS/

NF test P12TRS10.pdf NF test P12TRS15.pdf NF test P12TRS20.pdf NF test P12TRS30.pdf Reserves P12TRF10.pdf Reserves P12TRF15.pdf

Reserves P12TRF30.pdf Reserves P12TRI10.pdf

Reserves P12TRF20.pdf

Reserves P12TRI15.pdf Reserves P12TRI20.pdf

Reserves P12TRI30.pdf Reserves P12TRS10.pdf

Reserves P12TRS15.pdf

Reserves P12TRS20.pdf Reserves P12TRS30.pdf

Waiver of Premium Actuarial Memorandum - R12TPF.pdf

Waiver of Premium Actuarial Memorandum - R12TPI.pdf

Waiver of Premium Actuarial Memorandum - R12TPS.pdf

Actuarial Memorandum R12TTI rev.pdf

Item Status: Status

Date:

Satisfied - Item: Sample - Statement of Numerical

Information, Terminal Illness Benefit

Payment Notice

Comments: Attachment:

N12TIN (rev1).pdf

Item Status: Status

Date:

Satisfied - Item: Statements of Variability

Comments: Attachments:

Statement of Variability R12TPF.pdf

Filing Company: Pacific Life Insurance Company State Tracking Number:

Company Tracking Number: P12TRF, P12TRI, & P12TRS

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: P12TRF, P12TRI, & P12TRS

Project Name/Number: P12TRF, P12TRI, & P12TRS/

Statement of Variability R12TPI.pdf Statement of Variability R12TPS.pdf Statement of Variability R12TTI.pdf AR Statement of Variability P12TRF.pdf

AR Statement of Variability P12TRI.pdf AR Statement of Variability P12TRS.pdf

READABILITY CERTIFICATION

Form Filing for: Pacific Life Insurance Company

Policy Form Numbers & Flesch Scores:	P12TRF	53.7
	P12TRI	54.1
	P12TRS	54.1
	R12TPF	51.6
	R12TPI	51.6
	R12TPS	51.6
	R12TTI	51.7

(Flesch test was made for entire form, not for selected samples.)

Test type: 10 point

I certify that in my judgment this filing is:

- READABLE (simple sentence structure shortness of sentences use of common words avoidance of legal and technical terms to greatest possible extent and defining of those terms which cannot be avoided minimum of cross-references).
- LEGIBLE (ample type size for text with contrasting type for headings and subheadings ample space between lines ample white space in margins and between section ample ink-to-paper contrast).
- IN LOGICAL ORDER AND FORMAT (table of contents or index included sections and subsections self-contained and arranged in logical flow extensive use of headings and subheadings to facilitate location of particular items outline form used where desirable for clarity).

I believe this filing:

- Meets or exceeds the requirements of the policy readability legislation already enacted in numerous states; and
- Meets or exceeds the requirements of the NAIC Model Bill on language simplification.

Signed for the Company at Aliso Viejo, California on

05/21/2012

Tu . Bin
SIGNATURE
Thomas C. Bilello
NAME
VICE PRESIDENT
TITLE

PACIFIC LIFE INSURANCE COMPANY

45 Enterprise Drive · Aliso Viejo · California · 92656

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE:	P12TRF, P12TRI, P12TRS, R12TPI, R12TPS, and R12TTI			
their submission	at to the best of my knowledge and belie comply with Regulation 19, as well a State of Arkansas.			
C	mpany at Aliso Viejo, California on	05/25/2012		
Turbin	Digitally signed by Hong Do ON: cn=Hong Do, o=Pacific Life Insurance Company, ou, email=-thuhong.do@pacificlife.com, c=US Date: 2012.05.25 13:12:04-07'00'			
SIGI Thomas C.	NATURE			
	IAME			
Vice Presi	dent			
7	TITLE			

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health & accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association c/o The Liquidation Division 1023 West Capitol
Little Rock, Arkansas 72201-1904

Arkansas Insurance Department 1200 West Third Street Little Rock, Arkansas 72201-1904

The state law that provides for this safety net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or disability insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state:
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a
 fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar
 plan in which the policy or contract owner is subject to future assessments, or by an insurance
 exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner
 has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable
 life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contract holders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC")(whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing
 materials or side letters, riders, or other documents which do not meet filing requirements, or claims
 for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliated benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

IMPORTANT NOTICE

In the event you need to contact someone about this policy for any reason, please contact the Producer/Representative who delivered the policy to you.
PRODUCER/REPRESENTATIVE'S NAME:
PRODUCER/REPRESENTATIVE'S ADDRESS:
PRODUCER/REPRESENTATIVE'S TELEPHONE NUMBER:

If you have additional questions, you may contact the insurance company issuing this policy at the following address and telephone number:

PACIFIC LIFE CUSTOMER SERVICE 45 ENTERPRISE ALISO VIEJO, CA 92656 (800) 800-7681

If you have been unable to contact or obtain satisfaction from the company or the Producer/Representative who delivered the policy to you, you may contact the Arkansas Bureau of Insurance at:

ARKANSAS INSURANCE DEPARTMENT CONSUMER SERVICES DIVISION 1200 W. THIRD STREET LITTLE ROCK, AR 72201-1904 (501) 371-2640 (800) 852-5494



Life Insurance Operations Center P.O. Box 2030 • Omaha, NE 68103-2030 (800) 347-7787 • Fax (866) 398-0467 www.PacificLife.com

STATEMENT OF NUMERICAL INFORMATION, TERMINAL ILLNESS BENEFIT PAYMENT NOTICE

Servicing Producer: [Phone Number]

[Policyowner Name]	[Servicing Producer Name]
[Policyowner Address]	[Servicing Producer Address
[Policyowner Address]	Servicing Producer Address
[Policyowner Address]	[Servicing Producer Address

Insured Name: Policy Number:

This is a statement of your actual policy values. Please keep this information with your policy.

Disclosure – Accelerated death benefits may affect eligibility for, or amounts of, other benefits provided by federal state or local government. The federal, state or local tax consequences resulting from payment of accelerated death benefits will depend on your specific facts and circumstances. Consult your tax advisor.

Terminal Illness Benefit calculations are based on your policy values as of: **November 1, 2012**. Any changes to your policy after this date could affect these values.

You requested an acceleration of '	75 % of v	your eligible cove	erage amount.
i da regacolea arraccoloration er	/0 01	your original cove	nago amount.

The Reduction Factor used to discount your requested amount is 96.1539 %.

The Reduction Factor varies based on the Insured's Age, Gender and Risk Class, as well as the Policy Values, Interest Rate and a Mortality Table for Disabled Lives declared by us.

This regulte in	Tarminal Illnoon Da	enefit Proceeds of S	: 72 01E 12
THIS RESURE III	Terrinal liness of	theni Proceeds of a	1 / 2.013.43

Administrative Charge (if any) of [\$100]

Your policy values before and after acceleration are shown below:

	Before Acceleration	After Acceleration
Face Amount	100,000	\$
Death Benefit	100,000	\$\$
Planned Premium	140.00	\$83.75
Accumulated Value	NA	\$ NA
Cash Surrender Value	NA	\$ NA
Policy Debt*	NA	\$ NA
Current Cost of Insurance Charge	NA	\$ NA
New Guideline Single Premium	NA	\$ NA
Sum of Guideline Level Premium	NA	\$ NA _

^{*} Differences in your Policy Debt reflect repayment out of the Terminal Illness Benefit Proceeds.

N12TIN XX/2012

Statement of Variability Policy Form R12TPF

LOCATION	FACTOR	SAMPLE VALUE	RANGE	CONDITIONS
Page 2 of 2	Officers	James T. Morris	Signatures of Officers and their title(s)	Signatures reflects the current
		Chairman and Chief Executive		holders and their title(s)
		Jane M. Guon		
		Secretary		
Page 2 of 2	Company contact information	www.pacificlife.com, (800) 347-7787	Company's website and telephone	Reflects the current website and
			number	phone number of the company

Statement of Variability Policy Form R12TPI

LOCATION	FACTOR	SAMPLE VALUE	RANGE	CONDITIONS
Page 2 of 2	Officers	James T. Morris	Signatures of Officers and their title(s)	Signatures reflects the current
		Chairman and Chief Executive		holders and their title(s)
		Jane M. Guon		
		Secretary		
Page 2 of 2	Company contact information	www.pacificlife.com, (800) 347-7787	Company's website and telephone	Reflects the current website and
			number	phone number of the company

Statement of Variability Policy Form R12TPS

LOCATION	FACTOR	SAMPLE VALUE	RANGE	CONDITIONS
Page 2 of 2	Officers	James T. Morris	Signatures of Officers and their title(s)	Signatures reflects the current
		Chairman and Chief Executive		holders and their title(s)
		Jane M. Guon		
		Secretary		
Page 2 of 2	Company contact information	www.pacificlife.com, (800) 347-7787	Company's website and telephone	Reflects the current website and
			number	phone number of the company

Statement of Variability Policy Form R12TTI

LOCATION	FACTOR	SAMPLE VALUE	RANGE	CONDITIONS
Page 1 of 4	State Department of Insurance	(XXX) XXX-XXXX	One of the 50 states including D.C.	Administrative system assigns
			insurance department phone number	based on the state where the
				policy is issued
Page 1 of 4	Officers	James T. Morris	Signatures of Officers and their title(s)	Signatures reflects the current
		Chairman and Chief Executive		holders and their title(s)
		Jane M. Guon		
		Secretary		
Page 1 of 4	Company contact information	www.pacificlife.com, (800) 347-7787	Company's website and telephone	Reflects the current website and
			number	phone number of the company

Statement of Variability Policy Form P12TRF

LOCATION	FACTOR	SAMPLE VALUE	RANGE	CONDITIONS
Cover (Front & Back)	Company Contact Information	45 Enterprise, Aliso Viejo, CA 92656, www.pacificlife.com, (800) 347-7787	Company address, website, and telephone number	Displays the current address, website, and telephone number of the company
Cover	Officers	James T. Morris Chairman and Chief Executive Jane M. Guon Secretary	Signatures of officers and their title(s)	Signatures reflect the current officers and their title(s)
Cover	Insured	JOHN DOE	Insured's Name	Applicant's choice
Cover	Owner	LELAND STANFORD	Owner's Name	Applicant's choice
Cover	Policy Number	XY9999990	Administrative system assigns	Administrative system assigns
Cover	Policy Date	November 1, 2012	Policy effective date	Administrative system assigns
Cover	State Department of Insurance	(XXX) XXX-XXXX	One of the 50 states' including D.C. insurance department phone number	Administrative system assigns based on the state where the policy is issued
Cover	Free-Look Right	30 days	20 days for non-replacement policies 30 days if replacement policy or any longer period as required by applicable law where the policy is delivered or issued for delivery	Determined by whether the policy issued is replacement or non-replacement
Page 3-7	Policy Number	XY9999990	Administrative system assigns	Administrative system assigns
Page 3	Level Premium Duration	10	10, 15, 20, or 30	Applicant's choice
Page 3	Conversion Period	5 Years	Earlier of 5 years or attained age 65 for policies with level premiums of 10 years Earlier of 10 years or attained age 65 for policy	Administrative system assigns
Page 3	Conversion Period End Date	November 1, 2017	with level premiums of 15/20/30 years 5 or 10 years from the policy issue date based upon the Conversion Period on the policy	Administrative system assigns
Page 3	Conversion Period Credit After the First Policy Year	\$140.00	Annual premium minus flat extra and rider premiums	Administrative system assigns
Page 3	Requested Premium Payment Interval	Monthly	Monthly, Semi-Annual, Quarterly, or Annual	Applicant's choice
Page 3	Initial Premium	Monthly \$12.75	Modal premium. Includes Basic Life Coverage premium, any rider premium, any flat extra premium, and the Policy Fee	Administrative system assigns
Page 3	Policy Fee	\$65.00	\$0 - \$65.00 or more	May change after an actuarial pricing evaluation. Any such change will apply to new issues.

Statement of Variability Policy Form P12TRF

Page 3	Expiration Date	November 1, 2072	Insured's attained Age 95	Administrative system assigns
Page 3-7	Form number for the Different	P12TRF10	P12TRF10	Administrative system assigns
	Level Premium Durations		P12TRF15	
			P12TRF20	
			P12TRF30	
Page 4	Face Amount	\$100,000	Minimum = \$100,000	Applicant's choice
			Maximum = none	
Page 4	Required Minimum Face	\$100,000	Minimum = \$100,000	Applicant's choice
	Amount		Maximum = none	
Page 4	R12TPF	Waiver of Premium Rider	Present or not present	Applicant's choice
Page 4	Coverage Cease Date	November 1, 2040	Insured's attained age 65	Administrative system assigns
Page 4	R12TTI	Accelerated Death Benefit Rider for	Present or not present	Administrative system assigns
		Terminal Illness		
Page 4	Effective Date	Date	The words "Effective Date" and the date	Administrative system assigns
			"xx/xx/xxxx" will display if the rider is added	
			after the policy is issued. Nothing will display if	
			the rider is issued with the policy.	
Page 4-7	Insured	JOHN DOE	Insured's Name	Applicant's choice
Page 4	Owner	LELAND STANFORD	Owner's Name	Applicant's choice
Page 4	Policy Date	November 1, 2012	Date policy is in force	Administrative system assigns
Page 4	Sex and Age	Male 35	Male or Female	Applicant Choice
			Issue ages 18-75	Applicant Choice
Page 4	Risk Class	Standard Non-Tobacco	Super Preferred NonTobacco	
			Preferred Plus NonTobacco	
			Preferred NonTobacco	Determined by the underwriter
			Preferred Tobacco	Betermined by the underwriter
			Standard Tobacco	
			Rated	
Page 5-6	Table of Premiums at Annual	1\$140.00	Rates vary based upon risk class and gender.	
	Intervals for Basic Life	6074,780.00		Administrative system assigns
	Coverage		Rates are equal to 300% of the 2001 CSO ANB	rammstative system assigns
			Sex and Smoker Distinct Table	
Page 7	Table of Premium at Annual	1\$13.00		Page will print if the applicant
	Intervals for Wavier of	30141.00	Present or not Present	applies for the R12TPF rider
	Premium Rider			TT

Statement of Variability Policy Form P12TRI

LOCATION	FACTOR	SAMPLE VALUE	RANGE	CONDITIONS
Cover	Company Contact Information	45 Enterprise, Aliso Viejo, CA 92656, www.pacificlife.com, (800) 347-7787	Company address, website, and telephone number	Displays the current address, website, and telephone number of the company
Cover	Officers	James T. Morris Chairman and Chief Executive Jane M. Guon Secretary	Signatures of officers and their title(s)	Signatures reflect the current officers and their title(s)
Cover	Insured	JOHN DOE	Insured's Name	Applicant's choice
Cover	Owner	LELAND STANFORD	Owner's Name	Applicant's choice
Cover	Policy Number	XY9999990	Administrative system assigns	Administrative system assigns
Cover	Policy Date	November 1, 2012	Policy effective date	Administrative system assigns
Cover	State Department of Insurance	(XXX) XXX-XXXX	One of the 50 states' including D.C. insurance department phone number	Administrative system assigns based on the state where the policy is issued
Cover	Free-Look Right	30 days	20 days for non-replacement policies 30 days if replacement policy or any longer period as required by applicable law where the policy is delivered or issued for delivery	Determined by whether the policy issued is replacement or non-replacement
Page 3-7	Policy Number	XY9999990	Administrative system assigns	Administrative system assigns
Page 3	Level Premium Duration	10	10, 15, 20, or 30	Applicant's choice
Page 3	Conversion Period	5 Years	Earlier of 5 years or attained age 65 for policies with level premiums of 10 years Earlier of 10 years or attained age 65 for policy	Administrative system assigns
			with level premiums of 15/20/30 years	
Page 3	Conversion Period End Date	November 1, 2017	5 or 10 years from the policy issue date based upon the Conversion Period on the policy	Administrative system assigns
Page 3	Conversion Period Credit After the First Policy Year	\$230.00	Annual premium minus flat extra and rider premiums	Administrative system assigns
Page 3	Requested Premium Payment Interval	Monthly	Monthly, Semi-Annual, Quarterly, or Annual	Applicant's choice
Page 3	Initial Premium	Monthly \$20.83	Modal premium. Includes Basic Life Coverage premium, any rider premium, any flat extra premium, and the Policy Fee	Administrative system assigns
Page 3	Policy Fee	\$65.00	\$0 - \$65.00 or more	May change after an actuarial pricing evaluation. Any such change will apply to new issues.

Statement of Variability Policy Form P12TRI

Page 3	Expiration Date	November 1, 2072	Insured's attained Age 95	Administrative system assigns
Page 3-7	Form number for the Different	P12TRI10	P12TRI10	Administrative system assigns
	Level Premium Durations		P12TRI15	-
			P12TRI20	
			P12TRI30	
Page 4	Face Amount	\$100,000	Minimum = \$100,000	Applicant's choice
			Maximum = none	
Page 4	Required Minimum Face	\$100,000	Minimum = \$100,000	Applicant's choice
	Amount		Maximum = none	
Page 4	R12TPI	Waiver of Premium Rider	Present or not present	Applicant's choice
Page 4	Coverage Cease Date	November 1, 2040	Insured's attained age 65	Administrative system assigns
Page 4	R12TTI	Accelerated Death Benefit Rider for	Present or not present	Administrative system assigns
		Terminal Illness		
Page 4	Effective Date	Date	The words "Effective Date" and the date	Administrative system assigns
			"xx/xx/xxxx" will display if the rider is added	
			after the policy is issued. Nothing will display if	
			the rider is issued with the policy.	
Page 4-7	Insured	JOHN DOE	Insured's Name	Applicant's choice
Page 4	Owner	LELAND STANFORD	Owner's Name	Applicant's choice
Page 4	Policy Date	November 1, 2012	Date policy is in force	Administrative system assigns
Page 4	Sex and Age	Male 35	Male or Female	Applicant Choice
			Issue ages 18-75	Applicant Choice
Page 4	Risk Class	Standard Non-Tobacco	Super Preferred NonTobacco	
			Preferred Plus NonTobacco	
			Preferred NonTobacco	Determined by the underwriter
			Preferred Tobacco	Betermined by the under writer
			Standard Tobacco	
			Rated	
Page 5-6	Table of Premiums at Annual	1\$230.00	Rates vary based upon risk class and gender.	
	Intervals for Basic Life	6087,233.00		Administrative system assigns
	Coverage		Rates are equal to 300% of the 2001 CSO ANB	1 2 3 5 5 5 6 6 1 4 5 5 1 5 1 5 1 5 1 5 1 5 1 5 1 5 1 5
			Sex and Smoker Distinct Table	
Page 7	Table of Premium at Annual	1\$20.00		Page will print if the applicant
	Intervals for Wavier of	30212.00	Present or not Present	applies for the R12TPI rider
	Premium Rider			г г

Statement of Variability Policy Form P12TRS

LOCATION	FACTOR	SAMPLE VALUE	RANGE	CONDITIONS
Cover	Company Contact Information	45 Enterprise, Aliso Viejo, CA 92656, www.pacificlife.com, (800) 347-7787	Company address, website, and telephone number	Displays the current address, website, and telephone number of the company
Cover	Officers	James T. Morris Chairman and Chief Executive Jane M. Guon Secretary	Signatures of officers and their title(s)	Signatures reflect the current officers and their title(s)
Cover	Insured	JOHN DOE	Insured's Name	Applicant's choice
Cover	Owner	LELAND STANFORD	Owner's Name	Applicant's choice
Cover	Policy Number	XY9999990	Administrative system assigns	Administrative system assigns
Cover	Policy Date	November 1, 2012	Policy effective date	Administrative system assigns
Cover	State Department of Insurance	(XXX) XXX-XXXX	One of the 50 states' including D.C. insurance department phone number	Administrative system assigns based on the state where the policy is issued
Cover	Free-Look Right	30 days	20 days for non-replacement policies 30 days if replacement policy or any longer period as required by applicable law where the policy is delivered or issued for delivery	Determined by whether the policy issued is replacement or non-replacement
Page 3-7	Policy Number	XY9999990	Administrative system assigns	Administrative system assigns
Page 3	Level Premium Duration	10	10, 15, 20, or 30	Applicant's choice
Page 3	Conversion Period	5 Years	Earlier of 5 years or attained age 65 for policies with level premiums of 10 years Earlier of 10 years or attained age 65 for policy	Administrative system assigns
			with level premiums of 15/20/30 years	
Page 3	Conversion Period End Date	November 1, 2017	5 or 10 years from the policy issue date based upon the Conversion Period on the policy	Administrative system assigns
Page 3	Conversion Period Credit After the First Policy Year	\$230.00	Annual premium minus flat extra and rider premiums	Administrative system assigns
Page 3	Requested Premium Payment Interval	Monthly	Monthly, Semi-Annual, Quarterly, or Annual	Applicant's choice
Page 3	Initial Premium	Monthly \$20.83	Modal premium. Includes Basic Life Coverage premium, any rider premium, any flat extra premium, and the Policy Fee	Administrative system assigns
Page 3	Policy Fee	\$65.00	\$0 - \$65.00 or more	May change after an actuarial pricing evaluation. Any such change will apply to new issues.

Statement of Variability Policy Form P12TRS

Page 3	Expiration Date	November 1, 2072	Insured's attained Age 95	Administrative system assigns
Page 3-7	Form number for the Different	P12TRS10	P12TRS10	Administrative system assigns
	Level Premium Durations		P12TRS15	
			P12TRS20	
			P12TRS30	
Page 4	Face Amount	\$100,000	Minimum = \$100,000	Applicant's choice
			Maximum = none	
Page 4	Required Minimum Face	\$100,000	Minimum = \$100,000	Applicant's choice
	Amount		Maximum = none	
Page 4	R12TPS	Waiver of Premium Rider	Present or not present	Applicant's choice
Page 4	Coverage Cease Date	November 1, 2040	Insured's attained age 65	Administrative system assigns
Page 4	R12TTI	Accelerated Death Benefit Rider for	Present or not present	Administrative system assigns
		Terminal Illness		
Page 4	Effective Date	Date	The words "Effective Date" and the date	Administrative system assigns
			"xx/xx/xxxx" will display if the rider is added	
			after the policy is issued. Nothing will display if	
			the rider is issued with the policy.	
Page 4-7	Insured	JOHN DOE	Insured's Name	Applicant's choice
Page 4	Owner	LELAND STANFORD	Owner's Name	Applicant's choice
Page 4	Policy Date	November 1, 2012	Date policy is in force	Administrative system assigns
Page 4	Sex and Age	Male 35	Male or Female	Applicant Choice
			Issue ages 18-75	Applicant Choice
Page 4	Risk Class	Standard Non-Tobacco	Super Preferred NonTobacco	
			Preferred Plus NonTobacco	
			Preferred NonTobacco	Determined by the underwriter
			Preferred Tobacco	Determined by the under writer
			Standard Tobacco	
			Rated	
Page 5-6	Table of Premiums at Annual	1\$180.00	Rates vary based upon risk class and gender.	
	Intervals for Basic Life	6087,233.00		Administrative system assigns
	Coverage		Rates are equal to 300% of the 2001 CSO ANB	Tammistan ve system assigns
			Sex and Smoker Distinct Table	
Page 7	Table of Premium at Annual	1\$15.00		Page will print if the applicant
	Intervals for Wavier of	30165.00	Present or not Present	applies for the R12TPS rider
	Premium Rider			11

Filing Company: Pacific Life Insurance Company State Tracking Number:

Company Tracking Number: P12TRF, P12TRI, & P12TRS

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: P12TRF, P12TRI, & P12TRS

Project Name/Number: P12TRF, P12TRI, & P12TRS/

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:

Schedule Schedule Item Name

Replacement
Creation Date

O5/23/2012

Supporting Life & Annuity - Acturial Memo
Document

Document

Document

Document

Replacement
Creation Date

O7/11/2012

PRIME actuarial
memorandum - P12TRF.pdf
PRIME actuarial
memorandum - P12TRI.pdf

Prime actuarial memorandum - P12TRS.pdf NF test P12TRF10.pdf NF test P12TRF15.pdf NF test P12TRF20.pdf NF test P12TRF30.pdf NF test P12TRI10.pdf NF test P12TRI15.pdf NF test P12TRI20.pdf NF test P12TRI30.pdf NF test P12TRS10.pdf NF test P12TRS15.pdf NF test P12TRS20.pdf NF test P12TRS30.pdf Reserves P12TRF10.pdf Reserves P12TRF15.pdf Reserves P12TRF20.pdf Reserves P12TRF30.pdf Reserves P12TRI10.pdf Reserves P12TRI15.pdf Reserves P12TRI20.pdf Reserves P12TRI30.pdf Reserves P12TRS10.pdf Reserves P12TRS15.pdf

Reserves P12TRS20.pdf

Filing Company: Pacific Life Insurance Company State Tracking Number:

Company Tracking Number: P12TRF, P12TRI, & P12TRS

TOI: L041 Individual Life - Term Sub-TOI: L041.103 Renewable - Single Life -

Fixed/Indeterminate Premium

Product Name: P12TRF, P12TRI, & P12TRS

Project Name/Number: P12TRF, P12TRI, & P12TRS/

Reserves P12TRS30.pdf
Waiver of Premium Actuarial
Memorandum - R12TPF.pdf
Waiver of Premium Actuarial
Memorandum - R12TPI.pdf
Waiver of Premium Actuarial
Memorandum - R12TPS.pdf
Actuarial Memorandum
R12TTI.pdf (Superceded)

05/25/2012 Supporting Sample - Statement of Numerical 07/11/2012 N12TIN.pdf (Superceded)

Document Information, Terminal Illness Benefit

Payment Notice

05/25/2012 Form Level Premium Term Life Insurance 06/07/2012 P12TRF.pdf (Superceded)

05/25/2012 Form Level Premium Term Life Insurance 06/07/2012 P12TRI.pdf (Superceded)

05/25/2012 Form Level Premium Term Life Insurance 06/07/2012 P12TRS.pdf (Superceded)



Life Insurance Operations Center P.O. Box 2030 • Omaha, NE 68103-2030 (800) 347-7787 • Fax (866) 398-0467 www.PacificLife.com

STATEMENT OF NUMERICAL INFORMATION, TERMINAL ILLNESS BENEFIT PAYMENT NOTICE

Servicing Producer: [Phone Number]

[Policyowner Name][Servicing Producer Name][Policyowner Address][Servicing Producer Address][Policyowner Address][Servicing Producer Address][Policyowner Address][Servicing Producer Address]

Insured Name: Policy Number:

This is a statement of your actual policy values. Please keep this information with your policy.

Disclosure – Accelerated death benefits may affect eligibility for, or amounts of, other benefits provided by federal state or local government. The federal, state or local tax consequences resulting from payment of accelerated death benefits will depend on your specific facts and circumstances. Consult your tax advisor.

Terminal Illness Benefit calculations are based on your policy values as of: May 1, 2012 . Any changes to your policy after this date could affect these values.		
You requested an acceleration of <u>75</u> % of your eligible coverage amount.		
The Reduction Factor used to discount your requested amount is 96.1539 %. The Reduction Factor varies based on the Insured's Age, Gender and Risk Class, as well as the Policy Values, Interest Rate and a Mortality Table for Disabled Lives declared by us.		
This results in Terminal Illness Benefit Proceeds of \$ 72,154.43		
Administrative Charge (if any) of [\$100]		

Your policy values before and after acceleration are shown below:

	Before Acceleration	After Acceleration
Face Amount	\$	\$\$
Death Benefit	\$100,000	\$25,000
Planned Premium	\$140.00	\$83.75
Accumulated Value	\$NA	\$ NA _
Cash Surrender Value	\$NA	\$ NA _
Policy Debt*	\$ NA	\$ NA
Current Cost of Insurance Charge	\$ NA	\$ NA
New Guideline Single Premium	\$ NA	\$ NA
Sum of Guideline Level Premium	\$NA	\$ NA

^{*} Differences in your Policy Debt reflect repayment out of the Terminal Illness Benefit Proceeds.

N12TIN XX/2012



Pacific Life Insurance Company • [45 Enterprise • Aliso Viejo, CA 92656]

www.PacificLife.com

(800) 347-7787]

READ YOUR POLICY CAREFULLY. This is a legal contract between you, the Owner, and us, Pacific Life Insurance Company, a stock insurance company. We agree to pay the benefits of this Policy according to its provisions. The consideration for this Policy is the application for it, a copy of which is attached, and payment of the initial and subsequent premiums.

The method for determining the Death Benefit is described in the Death Benefit section of this Policy.

Premium payments must be made in order to keep the policy In Force.

Signed for Pacific Life Insurance Company,

Chairman and Chief Executive Officer

Secretary

LEVEL PREMIUM TERM LIFE INSURANCE

- Death Benefit Payable On The Death Of The Insured
- Premiums Payable As Provided Herein
- Coverage To Age 95
- Convertible
- Non-Participating
- Renewable

Insured: [JOHN DOE]

Owner: [LELAND STANFORD]

Policy Number: [XY99999990]
Policy Date: [November 1, 2012]

[State Department of Insurance: (XXX) XXX-XXXX]

Free Look Right – You may cancel this Policy within [20] days after you receive it. To do so, deliver it or mail it to us or to the Producer/Representative who delivered it to you. This Policy will then be deemed void from the beginning and we will refund any premium paid.

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P12TRF Page 2

Policy Number: [XY99999990]

POLICY SPECIFICATIONS

Base Policy: Level Premium Term Life Insurance

Premiums are Level During the First [10, 15, 20, 30] Policy Years and Increase Annually Thereafter

Conversion Period: [5 Years]

Conversion Period End Date: [November 1, 2017]

Conversion Credit After the First Policy Year: [\$140.00]

Requested Premium Payment Interval: [Monthly]

Initial [Monthly] Premium: [\$12.75]

*Policy Fee: [\$65.00]

Expiration Date (Attained Age 95): [November 1, 2072]

The premiums shown on the following pages are for annual payments. Premiums can be paid more frequently than annually, but the total amount paid each year may be greater than when paid annually. To calculate the premium due for other modes of payment, multiply the basic coverage premium [if Waiver of Premium is included, add "the Waiver of Premium Rider premium,"] and premium for riders we offer in the future by the appropriate factor below and round up to the nearest \$0.01:

0.52 for semi-annual premiums0.27 for quarterly premiums0.08333 for the monthly pre-authorized check payment

^{*} The Policy Fee is included in the Basic Life Coverage premium.

Policy Number: [XY99999990]

POLICY SPECIFICATIONS

Summary of Coverages Effective on the Policy Date

P12TRF Basic Life Coverage

Face Amount:

Required Minimum Face Amount:

[\$100,000] [\$100,000]

[R12TPF Waiver of Premium Rider

Coverage Cease Date:

[November 01, 2040]]

R12TTI Accelerated Death Benefit Rider for Terminal Illness

Eligible Coverage: [Base Policy]

[Other]

[Effective Date:] [Date]

Life Policy: Term Life Insurance

Insured: [JOHN DOE]

Owner: [LELAND STANFORD]
Policy Date: [November 1, 2012]

Sex and Age: [Male 35]

Risk Class: [Standard Non-Tobacco]

Policy Number: [XY99999990]

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

Policy Year [1	Annual Premiums \$ 140.00
2 3	140.00 140.00
4	140.00
5 6	140.00 140.00
7	140.00
8	140.00
9	140.00
10	140.00
11	764.00
12	830.00
13	902.00
14	944.00
15	992.00
16	1,061.00
17	1,142.00
18	1,253.00
19 20	1,373.00 1,526.00
21	1,715.00
22	1,907.00
23	2,114.00
24	2,291.00
25	2,495.00
26	2,741.00
27	3,041.00
28	3,407.00
29	3,818.00
30	4,250.00
31	4,706.00
32	5,168.00
33 34	5,636.00 6,140.00
35 35	6,662.00
00	0,002.00

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage Continued

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

Policy Year 36	Annual Premiums \$ 7,295.00
37 38	8,003.00 8,933.00
39	9,914.00
40	10,946.00
41	12,074.00
42	13,304.00
43	14,732.00
44	16,400.00
45	18,326.00
46	20,426.00
47	22,817.00
48	25,307.00
49	27,992.00
50	30,965.00
51	34,286.00
52	37,967.00
53	41,987.00
54	46,295.00
55	50,840.00
56	55,583.00
57	60,044.00
58	64,694.00
59	69,599.00
60	74,780.00]

POLICY SPECIFICATIONS

[Table of Premiums at Annual Intervals for Waiver of Premium Rider

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
[1	\$13.00
2	13.00
3	13.00
4	13.00
5	13.00
6	13.00
7	13.00
8	13.00
9	13.00
10	13.00
11	66.00
12	70.00
13	73.00
14	75.00
15	78.00
16	84.00
17	94.00
18	108.00
19	126.00
20	149.00
21	175.00
22	203.00
23	238.00
24	273.00
25	317.00
26	414.00
27	378.00
28	323.00
29	247.00
30	141.00]]

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POLICY SPECIFICATIONS

Base Policy: Level Premium Term Life Insurance

Premiums are Level During the First 10 Policy Years and Increase Annually Thereafter

Conversion Period: [5 Years]

Conversion Period End Date: [November 1, 2017]

Conversion Credit After the First Policy Year: [\$140.00]

Requested Premium Payment Interval: [Monthly]

Initial [Monthly] Premium: [\$12.75]

*Policy Fee: [\$65.00]

Expiration Date (Attained Age 95): [November 1, 2072]

The premiums shown on the following pages are for annual payments. Premiums can be paid more frequently than annually, but the total amount paid each year may be greater than when paid annually. To calculate the premium due for other modes of payment, multiply the basic coverage premium [if Waiver of Premium is included, add "the Waiver of Premium Rider premium,"] and premium for riders we offer in the future by the appropriate factor below and round up to the nearest \$0.01:

0.52 for semi-annual premiums0.27 for quarterly premiums0.08333 for the monthly pre-authorized check payment

^{*} The Policy Fee is included in the Basic Life Coverage premium.

POLICY SPECIFICATIONS

Summary of Coverages Effective on the Policy Date

P12TRF Basic Life Coverage

Face Amount: [\$100,000]

Required Minimum Face Amount: [\$100,000]

[R12TPF Waiver of Premium Rider

Coverage Cease Date: [November 01, 2040]]

R12TTI Accelerated Death Benefit Rider for Terminal Illness

Eligible Coverage: [Base Policy]

[Other]

[Effective Date:] [Date]

Life Policy: Term Life Insurance

Insured: [JOHN DOE]

Owner: [LELAND STANFORD]
Policy Date: [November 1, 2012]

Sex and Age: [Male 35]

Risk Class: [Standard Non-Tobacco]

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
[1	\$ 140.00
2	140.00
3	140.00
4	140.00
5	140.00
6	140.00
7	140.00
8	140.00
9	140.00
10	140.00
11	764.00
12	830.00
13	902.00
14	944.00
15	992.00
16	1,061.00
17	1,142.00
18	1,253.00
19	1,373.00
20	1,526.00
21	1,715.00
22	1,907.00
23	2,114.00
24	2,291.00
25	2,495.00
26	2,741.00
27	3,041.00
28	3,407.00
29	3,818.00
30	4,250.00
31	4,706.00
32	5,168.00
33	5,636.00
34	6,140.00
35	6,662.00

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage Continued

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

D. P.	A 1
Policy	Annual
Year	Premiums
36	\$ 7,295.00
37	8,003.00
38	8,933.00
39	9,914.00
40	10,946.00
41	12,074.00
42	13,304.00
43	14,732.00
44	16,400.00
45	18,326.00
46	20,426.00
47	22,817.00
48	25,307.00
49	27,992.00
50	30,965.00
51	34,286.00
52	37,967.00
53	41,987.00
54	46,295.00
55	50,840.00
56	55,583.00
57	60,044.00
58	64,694.00
59	69,599.00
60	74,780.00]
	,

POLICY SPECIFICATIONS

[Table of Premiums at Annual Intervals for Waiver of Premium Rider

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
[1	\$13.00
2	13.00
3	13.00
4	13.00
5	13.00
6	13.00
7	13.00
8	13.00
9	13.00
10	13.00
11	66.00
12	70.00
13	73.00
14	75.00
15	78.00
16	84.00
17	94.00
18	108.00
19	126.00
20	149.00
21	175.00
22	203.00
23	238.00
24	273.00
25	317.00
26	414.00
27	378.00
28	323.00
29	247.00
30	141.00]]

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POLICY SPECIFICATIONS

Base Policy: Level Premium Term Life Insurance

Premiums are Level During the First 15 Policy Years and

Increase Annually Thereafter

Conversion Period: [10 Years]

Conversion Period End Date: [November 1, 2017]

Conversion Credit After the First Policy Year: [\$168.00]

Requested Premium Payment Interval: [Monthly]

Initial [Monthly] Premium: [\$15.33]

*Policy Fee: [\$65.00]

Expiration Date (Attained Age 95): [November 1, 2072]

The premiums shown on the following pages are for annual payments. Premiums can be paid more frequently than annually, but the total amount paid each year may be greater than when paid annually. To calculate the premium due for other modes of payment, multiply the basic coverage premium [if Waiver of Premium is included, add "the Waiver of Premium Rider premium,"] and premium for riders we offer in the future by the appropriate factor below and round up to the nearest \$0.01:

0.52 for semi-annual premiums0.27 for quarterly premiums0.08333 for the monthly pre-authorized check payment

^{*} The Policy Fee is included in the Basic Life Coverage premium.

POLICY SPECIFICATIONS

Summary of Coverages Effective on the Policy Date

P12TRF Basic Life Coverage

Face Amount: [\$100,000] Required Minimum Face Amount: [\$100,000]

[R12TPF Waiver of Premium Rider

Coverage Cease Date: [November 01, 2040]]

R12TTI Accelerated Death Benefit Rider for Terminal Illness

Eligible Coverage: [Base Policy]

[Other]

[Effective Date:] [Date]

Life Policy: Term Life Insurance

Insured: [JOHN DOE]

Owner: [LELAND STANFORD]
Policy Date: [November 1, 2012]

Sex and Age: [Male 35]

Risk Class: [Standard Non-Tobacco]

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
[1	\$ 168.00
2	168.00
3	168.00
4	168.00
5	168.00
6	168.00
7	168.00
8	168.00
9	168.00
10	168.00
11	168.00
12	168.00
13	168.00
14	168.00
15	168.00
16	1,061.00
17	1,142.00
18	1,253.00
19	1,373.00
20	1,526.00
21	1,715.00
22	1,907.00
23	2,114.00
24	2,291.00
25	2,495.00
26	2,741.00
27	3,041.00
28	3,407.00
29	3,818.00
30	4,250.00
31	4,706.00
32	5,168.00
33	5,636.00
34	6,140.00
35	6,662.00

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage Continued

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

D. P.	A 1
Policy	Annual
Year	Premiums
36	\$ 7,295.00
37	8,003.00
38	8,933.00
39	9,914.00
40	10,946.00
41	12,074.00
42	13,304.00
43	14,732.00
44	16,400.00
45	18,326.00
46	20,426.00
47	22,817.00
48	25,307.00
49	27,992.00
50	30,965.00
51	34,286.00
52	37,967.00
53	41,987.00
54	46,295.00
55	50,840.00
56	55,583.00
57	60,044.00
58	64,694.00
59	69,599.00
60	74,780.00]
	,

POLICY SPECIFICATIONS

[Table of Premiums at Annual Intervals for Waiver of Premium Rider

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
[1	\$16.00
2	16.00
3	16.00
4	16.00
5	16.00
6	16.00
7	16.00
8	16.00
9	16.00
10	16.00
11	16.00
12	16.00
13	16.00
14	16.00
15	16.00
16	84.00
17	94.00
18	108.00
19	126.00
20	149.00
21	175.00
22	203.00
23	238.00
24	273.00
25	317.00
26	414.00
27	378.00
28	323.00
29	247.00
30	141.00]]

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POLICY SPECIFICATIONS

Base Policy: Level Premium Term Life Insurance

Premiums are Level During the First 20 Policy Years and Increase Annually Thereafter

Conversion Period: [10 Years]

Conversion Period End Date: [November 1, 2017]

Conversion Credit After the First Policy Year: [\$209.00]

Requested Premium Payment Interval: [Monthly]

Initial [Monthly] Premium: [\$18.83]

*Policy Fee: [\$65.00]

Expiration Date (Attained Age 95): [November 1, 2072]

The premiums shown on the following pages are for annual payments. Premiums can be paid more frequently than annually, but the total amount paid each year may be greater than when paid annually. To calculate the premium due for other modes of payment, multiply the basic coverage premium [if Waiver of Premium is included, add "the Waiver of Premium Rider premium,"] and premium for riders we offer in the future by the appropriate factor below and round up to the nearest \$0.01:

0.52 for semi-annual premiums0.27 for quarterly premiums0.08333 for the monthly pre-authorized check payment

^{*} The Policy Fee is included in the Basic Life Coverage premium.

POLICY SPECIFICATIONS

Summary of Coverages Effective on the Policy Date

P12TRF Basic Life Coverage

Face Amount:

[\$100,000]

Required Minimum Face Amount:

[\$100,000]

[R12TPF Waiver of Premium Rider

Coverage Cease Date:

[November 01, 2040]]

Accelerated Death Benefit Rider for Terminal Illness R12TTI

> [Base Policy] Eligible Coverage:

[Other]

[Effective Date:] [Date]

Term Life Insurance Life Policy:

Insured: [JOHN DOE]

[LELAND STANFORD] Owner: Policy Date: [November 1, 2012]

Sex and Age: [Male 35]

[Standard Non-Tobacco] Risk Class:

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
[1	\$ 209.00
2	209.00
3	209.00
4	209.00
5	209.00
6	209.00
7	209.00
8	209.00
9	209.00
10	209.00
11	209.00
12	209.00
13	209.00
14	209.00
15	209.00
16	209.00
17	209.00
18	209.00
19	209.00
20	209.00
21	1,715.00
22	1,907.00
23	2,114.00
24	2,291.00
25	2,495.00
26	2,741.00
27	3,041.00
28	3,407.00
29	3,818.00
30	4,250.00
31	4,706.00
32 33	5,168.00 5,636.00
33 34	6,140.00
3 4 35	6,662.00
55	0,002.00

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage Continued

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
36	\$ 7,295.00
37	8,003.00
38	8,933.00
39	9,914.00
40	10,946.00
41	12,074.00
42	13,304.00
43	14,732.00
44	16,400.00
45	18,326.00
46	20,426.00
47	22,817.00
48	25,307.00
49	27,992.00
50	30,965.00
51	34,286.00
52	37,967.00
53	41,987.00
54	46,295.00
55	50,840.00
56	55,583.00
57	60,044.00
58	64,694.00
59	69,599.00
60	74,780.00]

POLICY SPECIFICATIONS

[Table of Premiums at Annual Intervals for Waiver of Premium Rider

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
[1	\$17.00
2	17.00
3	17.00
4	17.00
5	17.00
6	17.00
7	17.00
8	17.00
9	17.00
10	17.00
11	17.00
12	17.00
13	17.00
14	17.00
15	17.00
16	17.00
17	17.00
18	17.00
19	17.00
20	17.00
21	175.00
22	203.00
23	238.00
24	273.00
25	317.00
26	414.00
27	378.00
28	323.00
29	247.00
30	141.00]]

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POLICY SPECIFICATIONS

Base Policy: Level Premium Term Life Insurance

Premiums are Level During the First 30 Policy Years and Increase Annually Thereafter

Conversion Period: [10 Years]

Conversion Period End Date: [November 1, 2017]

Conversion Credit After the First Policy Year: [\$277.00]

Requested Premium Payment Interval: [Monthly]

Initial [Monthly] Premium: [\$25.33]

*Policy Fee: [\$65.00]

Expiration Date (Attained Age 95): [November 1, 2072]

The premiums shown on the following pages are for annual payments. Premiums can be paid more frequently than annually, but the total amount paid each year may be greater than when paid annually. To calculate the premium due for other modes of payment, multiply the basic coverage premium [if Waiver of Premium is included, add "the Waiver of Premium Rider premium,"] and premium for riders we offer in the future by the appropriate factor below and round up to the nearest \$0.01:

0.52 for semi-annual premiums0.27 for quarterly premiums0.08333 for the monthly pre-authorized check payment

^{*} The Policy Fee is included in the Basic Life Coverage premium.

POLICY SPECIFICATIONS

Summary of Coverages Effective on the Policy Date

P12TRF Basic Life Coverage

Face Amount: [\$100,000] Required Minimum Face Amount: [\$100,000]

[R12TPF Waiver of Premium Rider

Coverage Cease Date: [November 01, 2040]]

R12TTI Accelerated Death Benefit Rider for Terminal Illness

Eligible Coverage: [Base Policy]

[Other]

[Effective Date:] [Date]

Life Policy: Term Life Insurance

Insured: [JOHN DOE]

Owner: [LELAND STANFORD]
Policy Date: [November 1, 2012]

Sex and Age: [Male 35]

Risk Class: [Standard Non-Tobacco]

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

Dollar	Annual
Policy Year	Premiums
[1	\$ 277.00
2	277.00
3	277.00
4	277.00
5	277.00
6	277.00
7	277.00
8	277.00
9	277.00
10	277.00
11	277.00
12	277.00
13	277.00
14	277.00
15	277.00
16	277.00
17	277.00
18	277.00
19	277.00
20	277.00
21	277.00
22	277.00
23	277.00
24	277.00
25	277.00
26	277.00
27	277.00
28 29	277.00
30	277.00 277.00
31	4,706.00
32	5,168.00
33	5,636.00
34	6,140.00
35	6,662.00
50	0,002.00

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage Continued

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
36	\$ 7,295.00
37	8,003.00
38	8,933.00
39	9,914.00
40	•
• •	10,946.00
41	12,074.00
42	13,304.00
43	14,732.00
44	16,400.00
45	18,326.00
46	20,426.00
47	22,817.00
48	25,307.00
49	27,992.00
50	30,965.00
51	34,286.00
52	37,967.00
53	41,987.00
54	46,295.00
55	50,840.00
56	55,583.00
57	60,044.00
58	64,694.00
59	69,599.00
60	74,780.00]

POLICY SPECIFICATIONS

[Table of Premiums at Annual Intervals for Waiver of Premium Rider

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
[1	\$27.00
2	27.00
3	27.00
4	27.00
5	27.00
6	27.00
7	27.00
8	27.00
9	27.00
10	27.00
11	27.00
12	27.00
13	27.00
14	27.00
15	27.00
16	27.00
17	27.00
18	27.00
19	27.00
20	27.00
21	27.00
22	27.00
23	27.00
24	27.00
25	27.00
26	27.00
27	27.00
28	27.00
29	27.00
30	27.00]]

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DEFINITIONS

In this section, we define certain terms used throughout this Policy. Other terms may be defined in other parts of the policy. Defined terms are usually capitalized to provide emphasis.

Administrative Office – is the office that administers your policy. The mailing address of the Administrative Office at the time you applied for this Policy is shown in the heading of the Application. If the address changes, we will send you written notice of the new address.

Age – means the age as of the Insured's birthday nearest to the Policy Date, increased by the number of complete policy years elapsed. We issue your policy at the Age shown in your Policy Specifications.

Application – consists of the Application for this Policy, including any Certificate of Health, Statement of Good Health and Insurability, amendments and endorsements, and any application for reinstatement.

Basic Life Coverage – is insurance coverage on the Insured provided by this Policy as shown in the Policy Specifications and any related Supplemental Schedule of Coverage. Certain riders may provide life insurance coverage, but such amounts are not included in the Basic Life Coverage.

Class – is used in determining policy premiums, and depends on a number of factors, including (but not limited to) the Death Benefit, Face Amount, Policy Date, policy duration, the Insured's Age, Risk Class, and the presence of optional riders and benefits.

Code – is the U.S. Internal Revenue Code of 1986, as amended, and the rules and regulations issued thereunder.

Evidence of Insurability – is information, including medical information, satisfactory to us that is used to determine insurability and the Insured's Risk Class, subject to our approval.

Face Amount – is the Face Amount of Basic Life Coverage as shown in the Policy Specifications and any related Supplemental Schedule of Coverage.

In Force – means a policy is in effect and provides a death benefit on the Insured.

Insured – is the person insured under this Policy, as shown in the Policy Specifications.

Owner, you, or your – refers to the Owner of this Policy, as shown in the Policy Specifications at the time of issue or in the Title Change Confirmation if ownership is changed after issue.

Policy Date – is shown in the Policy Specifications and means the date the policy and associated riders become effective. Policy and rider months, quarters, years, and anniversaries are measured from this date.

Policy Specifications – is a section of the policy that shows information specific to your policy.

Risk Class – is used in determining policy premiums and is determined by us during the underwriting process. Risk Class depends on the Insured's gender, health, tobacco use, and other factors. The Risk Class of the Insured is shown in the Policy Specifications. Risk Class may also be referred to as Risk Classification.

Supplemental Schedule of Coverage – is the written notice we will provide to you at your last known address reflecting certain changes made to your policy after the Policy Date.

Total Face Amount – is the sum of the Face Amount of Basic Life Coverage and the Face Amounts of any rider providing coverage on the Insured. The Total Face Amount is used in determining the Death Benefit under this Policy and is shown in the Policy Specifications.

We, our, ours, and us - refer to Pacific Life Insurance Company.

Written Request – is your signed request, or your signed request on a form we provide, and received by us at our Administrative Office, containing information we need to act on the request. We will not be responsible for the validity of any Written Request.

DEATH BENEFIT

When the Policy is In Force – This Policy is In Force as of the Policy Date, subject to your acceptance of the delivered policy and payment of the initial premium. The policy remains In Force until the earliest of the following termination as described in the Termination provision or the death of the Insured.

Death Benefit – This Policy provides a Death Benefit on the death of the Insured while this Policy is In Force. The Death Benefit is equal to the Face Amount shown in the Policy Specifications but may be subject to adjustment as provided in the Misstatement provision or elsewhere in the policy.

Death Benefit Proceeds – The Death Benefit Proceeds ("Proceeds") are the actual amount payable if the Insured dies while this Policy is In Force. The Proceeds amount is equal to the Death Benefit, as of the date of death, plus any added benefit provided by rider, plus the pro-rata portion of any premium paid beyond the end of the policy month of death, less the amount of any premiums that are due but not yet paid at the time of death.

We will pay the Proceeds within two months after we receive, at our Administrative Office:

- Due proof of the Insured's death, consisting of a certified copy of the death certificate for the Insured or other lawful evidence providing equivalent information;
- Proof of the claimant's legal interest in the Proceeds; and
- Sufficient evidence that any legal impediments to payment of Proceeds that depend on parties other than us have been resolved. Legal impediments to payment include, but are not limited to (a) the establishment of guardianships and conservatorships; (b) the appointment and qualification of trustees, executors and administrators; (c) submission of information required to satisfy state and federal reporting requirements; and (d) conflicting claims.

Proceeds paid are subject to the conditions and adjustments defined in other policy provisions, such as General Provisions. We will pay interest on the Proceeds from the date of death at a rate not less than the rate payable for funds left on deposit (see the Income Benefits section). If payment of Proceeds is delayed more than 31 calendar days after we receive the above requirements needed to pay the claim, we will pay additional interest at a rate of 10% annually beginning with the 31st calendar day referenced above. Proceeds are paid as a lump sum unless you choose another payment method, as described in the Income Benefits section.

PREMIUMS

Premium Payments – This Policy will not be In Force until the initial premium is paid. The initial premium is payable either at our Administrative Office or to our authorized representative before we can place your policy In Force. Subsequent premiums are payable only at our Administrative Office. At your request, we will give you a premium receipt signed by one of our officers. We will consider any premium paid after the initial premium, whether delivered to an independent producer or otherwise, to be "received" when it is actually delivered to our Administrative Office. Except for the initial premium, Pacific Life bears no responsibility for any premium unless the premium is received by us.

Guaranteed Premiums – The guaranteed maximum annual premiums for Basic Life Coverage under this Policy are shown in the Policy Specifications. These premiums include the Policy Fee that is shown in the Policy Specifications.

Reduction to Premiums – If a reduction in the Face Amount of this Policy is processed, the premiums for this Policy will be reduced.

The guaranteed maximum Annual Premium for Basic Life Coverage in each year following the reduction in coverage will be calculated as $(a - b) \times c + b$, where:

- a = The Annual Premium before the reduction;
- b = The Policy Fee shown in the Policy Specifications; and
- c = The ratio of the Face Amount after the reduction to the Face Amount prior to the reduction at the time of the request.

Calculation of Premium Due – Your total premium due in any year will reflect the annual premium for Basic Life Coverage, plus the premium for any rider that is added to this Policy.

Premiums can be paid more frequently than annually, but the total amount paid each year may be greater than when paid annually. To calculate the premium due for other modes of payment, the Annual Premium due for Basic Life Coverage plus any rider is multiplied by the Modal Premium Factor shown in the Policy Specifications. This amount will be rounded up to the nearest \$0.01.

The initial modal premium to be paid under this Policy for the first policy year, including both Basic Life Coverage and any riders, is shown in the Policy Specifications.

POLICY LAPSE AND REINSTATEMENT

Grace Period – After the initial premium, we will allow a 31 day Grace Period after the premium due date to pay each premium. During the Grace Period, the policy will remain In Force. If a premium is not paid before the end of the Grace Period, the policy will Lapse. Payments sent by U.S. Mail must be postmarked within the Grace Period. If the death of the Insured occurs during the Grace Period, the premium required to provide insurance from the premium due date to the end of the policy month will be deducted from the Proceeds.

Notification of Termination for Non-Payment – If the premium has not been paid, a Grace Period Notice will be sent to you, on the Monthly Payment Date. Thirty days after the Monthly Payment Date on which the insufficiency occurred, we will provide a notification of termination for non-payment to you, any assignee of record, and any additional person designated to receive notice of lapse or termination. Both notices will be provided to each person at their last known addresses by first class United States mail, postage prepaid and will state the due date and the amount of premium required for your policy to remain In Force.

Lapse – If sufficient premium is not paid by the end of the Grace Period, the policy will terminate without value.

Reinstatement – If the policy Lapses before the Expiration Date, you may reinstate it within three years after the date of Lapse. To reinstate this Policy you must provide us with the following:

- A written application;
- Evidence of Insurability;
- Payment of all overdue premiums with 6.00% interest compounded annually up to the date of reinstatement;
 and
- Payment of any premiums due within 30 days following the date of reinstatement.

The reinstatement effective date will be the beginning of the policy month that follows our receipt of the above requirements and our approval of your application.

Renewability Provision – This is a renewable term insurance policy. Coverage is renewable and premiums are payable until the Expiration Date or until death, if earlier, as indicated in the Policy Specifications. Premiums are payable as shown in the Policy Specifications.

TERMINATION

This Policy will terminate and, except for the limited right to reinstate the policy, all coverages and rights of the Owner will end upon the earliest of the following events:

- The death of the Insured;
- The Expiration Date, as shown in the Policy Specifications;
- Conversion of this Policy, as provided in the Conversion provision;
- Lapse of this Policy, as provided in the Grace Period and Lapse provisions;
- Successful contest of this Policy as described in the Incontestability provision; and
- Our receipt of your Written Request to terminate the policy.

Upon termination we will refund to you the pro-rata portion of any premium you have paid that applies to a period beyond the end of the policy month in which the policy terminates.

CONVERSION

While this Policy is In Force, and subject to the conditions below, you may convert this Policy to a new policy at any time before the Conversion Period End Date shown in the Policy Specifications. The Insured will not be required to provide Evidence of Insurability in order for you to exercise this conversion right; however, conversion will not be allowed during a period of Total Disability as defined in any Waiver of Premium Rider that may be attached to this Policy.

To convert this Policy we must receive your Written Request on a form provided by us. Upon conversion, coverage under this Policy and its riders will terminate. You should consult your tax advisor before you exercise this conversion right and before you make any other change to your life insurance policy.

The effective date of the new policy will be the same as the date this Policy terminates. The Insured must be living for the new policy to take effect. The new policy may be issued on any plan of permanent insurance that we make available for such purpose. The Insured's Risk Class on the new policy will be the same as the Insured's Risk Class on this Policy, if available. Otherwise, we will use the most comparable Risk Class available for the new policy, as determined by us.

If additional riders are in effect under this Policy on the date of the conversion, you may choose similar riders, if available, for the new policy, and subject to our rules in effect at the time of the conversion. We reserve the right to offer new riders and require any Evidence of Insurability as needed for those additional riders.

The Face Amount of the new policy cannot exceed the Face Amount of this Policy. You may select a lesser Face Amount as long as it is not less than our regular minimum issue limit for the new policy form at the time of conversion.

- Prior to issue, the initial premium for the new policy is required and must be sufficient to place the new policy In Force.
- Premiums and charges for the new policy will be based on our rates in effect on the issue date of the new
 policy. The premiums and charges will be based on the Insured's Age and the same Risk Class, if available,
 or the most comparable Risk Class, as determined by us.

The incontestability and suicide exclusion provisions in the new policy are effective from the issue date of this Policy. If the new policy includes additional coverage for which Evidence of Insurability was given, new incontestability and suicide exclusion provisions may apply to that coverage.

Partial Conversion – Prior to the Conversion End Date, you may request a Partial Conversion of the Face Amount under this Policy. A Partial Conversion is subject to the same rules as a Conversion of the entire policy.

A Partial Conversion is additionally subject to the following:

- Only one such request may be made while this Policy is In Force;
- The Face Amount to be converted must be greater than or equal to \$250,000;
- The remaining Face Amount is not less than the Required Minimum Face Amount shown in the Policy Specifications; and
- The combined Face Amount of the remaining term policy and the new permanent policy cannot exceed the Face Amount In Force prior to the Partial Conversion.

Upon approval of your Written Request, the premium for the remaining term policy will be calculated in accordance with the Reduction to Premiums provision of this Policy. Upon approval of a Partial Conversion, we will send you a Supplemental Schedule of Coverage to reflect the remaining coverage.

Conversion Credit – We will apply a credit to the new permanent insurance policy when you convert this Policy after the first policy year and by the Conversion Period End Date. The Conversion Credit will not be available if a conversion occurs during the first policy year. The amount of the Conversion Credit is shown in the Policy

Specifications. The Conversion Credit, if applicable, may only be applied to reduce the initial modal premium for the new policy. If you request a Partial Conversion, the Conversion Credit will be pro-rated based on the proportion of the converted Face Amount to the Face Amount In Force prior to the Partial Conversion.

FACE AMOUNT DECREASE

Face Amount Decrease – You may request a decrease in the Face Amount of the policy by providing a Written Request. A decrease in the Face Amount is subject to these limits:

- Only one requested decrease is allowed during the life of the policy;
- The Minimum Face Amount is shown in the Policy Specifications;
- The decrease is available only after the fifth policy year; and
- The decrease may be up to 50% of the current Face Amount.

The effective date of the decreased Face Amount will be the first monthly Policy Date following the date we receive your Written Request. Upon approval of any decrease, we will send you a Supplemental Schedule of Coverage to reflect the decrease. Premiums are calculated as described in the Reduction to Premiums provision of this Policy.

INCOME BENEFITS

Income Benefits – All or part of any policy proceeds may, instead of being paid in a lump sum, be left with us under any one, or a combination of the income benefit plans available, subject to our minimum amount requirements on the date of election. If the payee is not a natural person, the choice of a payment option will be subject to our approval. We guarantee that the income benefit will not be less than the income that would be provided by the single premium immediate annuity purchase rates we offer at the time. We guarantee that we will have at least the following income benefit plans available.

Fixed Income – Equal payments of the amount chosen with interest of not less than 2% per year until the funds left on deposit are exhausted.

Life Income – Monthly income will automatically be guaranteed to continue for at least ten years. If the payee dies before the end of the ten-year period, payments will continue to the end of the ten-year period to a person designated in writing by that payee. The purchase rates for the monthly income for a male or female income recipient bought by each \$1,000 of benefits are shown below.

Age	Monthly Income	Age	Monthly Income	Age	Monthly Income	Age	Monthly Income	Age	Monthly Income
0-30	2.38	40	2.63	50	3.00	60	3.60	70	4.63
32	2.42	42	2.69	52	3.10	62	3.76	72	4.92
34	2.47	44	2.76	54	3.20	64	3.94	74	5.26
36	2.52	46	2.83	56	3.32	66	4.14	75+	5.45
38	2.57	48	2.91	58	3.45	68	4.37		

Monthly income amounts for Ages not shown are halfway between the two amounts for the nearest two Ages that are shown. Amounts shown are based on an annual interest rate of 2% and the Annuity 2000 female mortality table with five-year age setback. We may require evidence of survival for incomes that last more than ten years.

OWNER AND BENEFICIARY

Owner – The Owner of this Policy is as shown in the Policy Specifications or as later changed by Written Request. If you change the Owner, the change is effective on the date the Written Request is signed, unless otherwise specified by the Owner, subject to our receipt of it and subject to any action taken or payment made by us prior to its receipt. If there are two or more Owners, they will own this contract as joint tenants with right of survivorship, unless otherwise provided by Written Request. We recommend you consult your tax advisor before requesting a change of Owner.

Assignment – You may assign this Policy by Written Request. An assignment must be recorded at our Administrative Office. When received, the assignment will take effect as of the date the Written Request was signed unless otherwise specified by the Owner. Any rights created by the assignment will be subject to any payments made or actions taken by us before the change is received. We will not be responsible for the validity of any assignment. We recommend you consult your tax advisor before requesting an assignment.

Beneficiary – The beneficiary is named by you in the Application to receive the Death Benefit proceeds. You may name one or more beneficiaries. If you name more than one beneficiary, they will share the Death Benefit proceeds equally or as you may otherwise specify by Written Request. If you have named a contingent beneficiary, that person becomes the beneficiary if the beneficiary dies before the Insured. A beneficiary may not, at or after the Insured's death, assign, transfer or encumber any benefit payable. To the extent allowed by law, policy benefits will not be subject to the claims of any creditor of any beneficiary.

During the Insured's lifetime, you may make a change of beneficiary by Written Request on a form provided by us while the policy is In Force. The change will take place as of the date the request is signed unless otherwise specified by the Owner. Any rights created by the change will be subject to any payments made or actions taken by us before we have received the Written Request. You may designate an irrevocable beneficiary whose rights under the policy cannot be changed without his or her written consent.

The interest of a beneficiary who does not outlive the Insured will be divided pro rata among the surviving beneficiaries. If no beneficiaries survive the Insured, the Death Benefit Proceeds will pass to the Owner, or the Owner's estate if the Owner does not survive the Insured. In the event of a simultaneous death of the Insured and a beneficiary such that it cannot be determined who died first, it will be assumed, unless proof to the contrary is provided, that the beneficiary died last.

GENERAL PROVISIONS

Entire Contract – This Policy is a contract between you and us. This Policy, the attached copy of the initial Application, including any amendments and endorsements to the Application, any Supplemental Schedules of Coverage, any applications for reinstatement, all subsequent applications to change the policy, any endorsements, benefits, or riders, and all additional policy information sections added to this Policy are the entire contract. Only our president, chief executive officer or secretary is authorized to change this contract or extend the time for paying premiums. Any such change must be in writing.

All statements in the Application shall, in the absence of fraud, be deemed representations and not warranties. We will not use any statement to contest this Policy or defend a claim on grounds of misrepresentation unless the statement is in an Application.

Incontestability – We will not contest this Policy unless there was a material misrepresentation in the Application or, when permitted by applicable state law, where the policy was procured through fraud. If we determine that the Application contains a material misrepresentation, we will rescind the policy and return to you the premiums paid. No Death Benefit will be paid. After the policy has been In Force for two years during the Insured's lifetime, this Policy cannot be contested except for failure to pay premiums due or if the policy was procured by fraud.

If this Policy lapses and is later reinstated, we will not contest the reinstated policy unless there was a material misrepresentation in the Application required for reinstatement, or, when permitted by applicable state law, where the policy was procured through fraud, or for failure to pay premiums due. If we determine that such Application contains a material misrepresentation, we will rescind the reinstated policy as of the reinstatement date and return to you the premiums due after the reinstatement date. No Death Benefit will be paid. After the reinstated policy has been In Force for two years during the Insured's lifetime, this Policy cannot be contested except for failure to pay premiums due or if the policy was procured by fraud.

A separate two year contestability provision shall apply to any change in coverage requiring underwriting and shall run from the date of application for change. Any such contest shall be limited to the change and statements made in the written application for change.

Non-Participating – This Policy will not share in any of our surplus earnings.

Suicide Exclusion – If the Insured dies by suicide, while sane or insane, within two years of the Policy Date, the Death Benefit Proceeds will be limited to an amount equal to the sum of the premiums paid. If this Policy has been reinstated and the Insured dies by suicide, while sane or insane, within two years of the latest reinstatement date, the Death Benefit Proceeds will be limited to an amount equal to the sum of the premiums paid since such date.

Misstatement – If the Insured's sex or birth date is misstated in the Application, we will adjust all policy benefits. The adjusted benefit amounts, end dates for benefits, and other features will be those that the most recent premiums paid would have purchased using the correct sex and birth date. The adjustment will occur whether the misstatement is discovered before or after the death of the Insured.

Additional Services – While this Policy is In Force, we may, either directly or through a third party service provider, provide you with access to independent living-related resources and discounted independent living-related goods and services.

Right to Add Benefits – From time to time we may offer additional benefits that could be available to your policy by rider or endorsement. To request such an additional benefit, you must submit to us a Written Request. You or the proposed Insured may be subject to new underwriting for any additional benefit requested. If an additional benefit requested is issued pursuant to this paragraph, we will send you a Supplemental Schedule of Coverage.

Risk Class Improvement – You will have an opportunity to improve your policy's Risk Class as compared to the Risk Class that applied when this Policy was issued. This may reduce the premiums you pay. Risk Class Improvements are allowed only on a policy anniversary and only after the second anniversary, up to and including age 70. In order to qualify for an improved Risk Class, you will be required to send us a Written Request and Evidence of Insurability. We reserve the right to request additional evidence as determined by underwriting. We reserve the right to charge a fee, not to exceed \$100. The effective date of the new Risk Class will be the first monthly Policy Date following the date all required conditions are met. We will send you a Supplemental Schedule of Coverage which will show the new Risk Class and new premiums.

Compliance – We reserve the right to make any change to the provisions of this Policy to comply with, or give you the benefit of, any federal or state statute, rule, or regulation, including but not limited to requirements for life insurance contracts under the Code or of any state. We will provide you with a copy of any such change, and file such a change with the insurance supervisory official of the state in which this Policy is delivered. You have the right to refuse any such change.

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Pacific Life Insurance Company • [45 Enterprise • Aliso Viejo, CA 92656]

[www.PacificLife.com (800) 347-7787]

LEVEL PREMIUM TERM LIFE INSURANCE

- Death Benefit Payable On The Death Of The Insured
- Premiums Payable As Provided Herein
- Coverage To Age 95
- Convertible
- Non-Participating
- Renewable



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READ YOUR POLICY CAREFULLY. This is a legal contract between you, the Owner, and us, Pacific Life Insurance Company, a stock insurance company. We agree to pay the benefits of this Policy according to its provisions. The consideration for this Policy is the application for it, a copy of which is attached, and payment of the initial and subsequent premiums.

The method for determining the Death Benefit is described in the Death Benefit section of this Policy.

Premium payments must be made in order to keep the policy In Force.

Signed for Pacific Life Insurance Company,

Chairman and Chief Executive Officer

Secretary

LEVEL PREMIUM TERM LIFE INSURANCE

- Death Benefit Payable On The Death Of The Insured
- Premiums Payable As Provided Herein
- Coverage To Age 95
- Convertible
- Non-Participating
- Renewable

Insured: [JOHN DOE]

Owner: [LELAND STANFORD]

Policy Number: [XY99999990]
Policy Date: [November 1, 2012]

[State Department of Insurance: (XXX) XXX-XXXX]

Free Look Right – You may cancel this Policy within [20] days after you receive it. To do so, deliver it or mail it to us or to the Producer/Representative who delivered it to you. This Policy will then be deemed void from the beginning and we will refund any premium paid.

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POLICY SPECIFICATIONS

Base Policy: Level Premium Term Life Insurance

Premiums are Level During the First [10, 15, 20, 30] Policy Years and Increase Annually Thereafter

Conversion Period: [5 Years]

Conversion Period End Date: [November 1, 2017]

Conversion Credit After the First Policy Year: [\$230.00]

Requested Premium Payment Interval: [Monthly]

Initial [Monthly] Premium: [\$20.83]

*Policy Fee: [\$65.00]

Expiration Date (Attained Age 95): [November 1, 2072]

The premiums shown on the following pages are for annual payments. Premiums can be paid more frequently than annually, but the total amount paid each year may be greater than when paid annually. To calculate the premium due for other modes of payment, multiply the basic coverage premium [if Waiver of Premium is included, add "the Waiver of Premium Rider premium,"] and premium for riders we offer in the future by the appropriate factor below and round up to the nearest \$0.01:

0.52 for semi-annual premiums0.27 for quarterly premiums0.08333 for the monthly pre-authorized check payment

^{*} The Policy Fee is included in the Basic Life Coverage premium.

POLICY SPECIFICATIONS

Summary of Coverages Effective on the Policy Date

P12TRI Basic Life Coverage

> Face Amount: [\$100,000]

> Required Minimum Face Amount: [\$100,000]

R12TPI Waiver of Premium Rider

> Coverage Cease Date: [November 01, 2040]

Accelerated Death Benefit Rider for Terminal Illness R12TTI

> [Base Policy] Eligible Coverage:

[Other]

[Effective Date:] [Date]

Term Life Insurance Life Policy:

Insured: [JOHN DOE]

[LELAND STANFORD] Owner: Policy Date: [November 1, 2012]

Sex and Age: [Male 35]

[Standard Non-Tobacco] Risk Class:

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
1	\$ 230.00
2	230.00
3	230.00
4	230.00
5	230.00
6	230.00
7	230.00
8	230.00
9	230.00
10	230.00
11	881.00
12	958.00
13	1,042.00
14	1,091.00
15	1,147.00
16	1,227.00
17	1,322.00
18	1,451.00
19	1,591.00
20	1,770.00
21	1,990.00
22	2,214.00
23	2,456.00
24	2,662.00
25	2,900.00
26	3,187.00
27	3,537.00
28	3,964.00
29 30	4,444.00 4,948.00
31	5,480.00
32	6,019.00
33	6,565.00
34	7,153.00
35	7,762.00
30	7,702.00

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage Continued

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

Policy Year 36	Annual Premiums \$ 8,500.00
37 38	9,326.00 10,411.00
39	11,556.00
40	12,760.00
41	14,076.00
42	15,511.00
43	17,177.00
44	19,123.00
45	21,370.00
46	23,820.00
47	26,609.00
48	29,514.00
49	32,647.00
50	36,115.00
51	39,990.00
52	44,284.00
53	48,974.00
54	54,000.00
55	59,303.00
56	64,836.00
57	70,041.00
58	75,466.00
59	81,188.00
60	87,233.00]

POLICY SPECIFICATIONS

[Table of Premiums at Annual Intervals for Waiver of Premium Rider

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
[1	\$20.00
2 3	20.00
3	20.00
4	20.00
5	20.00
6	20.00
7	20.00
8	20.00
9	20.00
10	20.00
11	99.00
12	105.00
13	110.00
14	113.00
15	117.00
16	126.00
17	141.00
18	162.00
19	189.00
20	224.00
21	263.00
22	305.00
23	357.00
24	410.00
25	476.00
26	621.00
27	567.00
28	485.00
29	371.00
30	212.00]]

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POLICY SPECIFICATIONS

Base Policy: Level Premium Term Life Insurance

Premiums are Level During the First 10 Policy Years and Increase Annually Thereafter

Conversion Period: [5 Years]

Conversion Period End Date: [November 1, 2017]

Conversion Credit After the First Policy Year: [\$230.00]

Requested Premium Payment Interval: [Monthly]

Initial [Monthly] Premium: [\$20.83]

*Policy Fee: [\$65.00]

Expiration Date (Attained Age 95): [November 1, 2072]

The premiums shown on the following pages are for annual payments. Premiums can be paid more frequently than annually, but the total amount paid each year may be greater than when paid annually. To calculate the premium due for other modes of payment, multiply the basic coverage premium [if Waiver of Premium is included, add "the Waiver of Premium Rider premium,"] and premium for riders we offer in the future by the appropriate factor below and round up to the nearest \$0.01:

0.52 for semi-annual premiums0.27 for quarterly premiums0.08333 for the monthly pre-authorized check payment

^{*} The Policy Fee is included in the Basic Life Coverage premium.

POLICY SPECIFICATIONS

Summary of Coverages Effective on the Policy Date

P12TRI Basic Life Coverage

Face Amount: [\$100,000] Required Minimum Face Amount: [\$100,000]

R12TPI Waiver of Premium Rider

Coverage Cease Date: [November 01, 2040]

R12TTI Accelerated Death Benefit Rider for Terminal Illness

Eligible Coverage: [Base Policy]

[Other]

[Effective Date:] [Date]

Life Policy: Term Life Insurance

Insured: [JOHN DOE]

Owner: [LELAND STANFORD]
Policy Date: [November 1, 2012]

Sex and Age: [Male 35]

Risk Class: [Standard Non-Tobacco]

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
1	\$ 230.00
2	230.00
3	230.00
4	230.00
5	230.00
6	230.00
7	230.00
8	230.00
9	230.00
10	230.00
11	881.00
12	958.00
13	1,042.00
14	1,091.00
15	1,147.00
16	1,227.00
17	1,322.00
18	1,451.00
19	1,591.00
20	1,770.00
21	1,990.00
22	2,214.00
23	2,456.00
24	2,662.00
25	2,900.00
26	3,187.00
27 28	3,537.00
29	3,964.00 4,444.00
30	4,948.00
31	5,480.00
32	6,019.00
33	6,565.00
34	7,153.00
35	7,762.00
55	1,102.00

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage Continued

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
36	\$ 8,500.00
37	9,326.00
38	10,411.00
39	11,556.00
40	12,760.00
41	14,076.00
42	15,511.00
43	17,177.00
44	19,123.00
45	21,370.00
46	23,820.00
47	26,609.00
48	29,514.00
49	32,647.00
50	36,115.00
51	39,990.00
52	44,284.00
53	48,974.00
54	54,000.00
55	59,303.00
56	64,836.00
57	70,041.00
58	75,466.00
59	81,188.00
60	87,233.00]
	•

POLICY SPECIFICATIONS

[Table of Premiums at Annual Intervals for Waiver of Premium Rider

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
[1	\$20.00
2 3	20.00
3	20.00
4	20.00
5	20.00
6	20.00
7	20.00
8	20.00
9	20.00
10	20.00
11	99.00
12	105.00
13	110.00
14	113.00
15	117.00
16	126.00
17	141.00
18	162.00
19	189.00
20	224.00
21	263.00
22	305.00
23	357.00
24	410.00
25	476.00
26	621.00
27	567.00
28	485.00
29	371.00
30	212.00]]

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POLICY SPECIFICATIONS

Base Policy: Level Premium Term Life Insurance

Premiums are Level During the First 15 Policy Years and

Increase Annually Thereafter

Conversion Period: [10 Years]

Conversion Period End Date: [November 1, 2017]

Conversion Credit After the First Policy Year: [\$252.00]

Requested Premium Payment Interval: [Monthly]

Initial [Monthly] Premium: [\$23.00]

*Policy Fee: [\$65.00]

Expiration Date (Attained Age 95): [November 1, 2072]

The premiums shown on the following pages are for annual payments. Premiums can be paid more frequently than annually, but the total amount paid each year may be greater than when paid annually. To calculate the premium due for other modes of payment, multiply the basic coverage premium [if Waiver of Premium is included, add "the Waiver of Premium Rider premium,"] and premium for riders we offer in the future by the appropriate factor below and round up to the nearest \$0.01:

0.52 for semi-annual premiums0.27 for quarterly premiums0.08333 for the monthly pre-authorized check payment

^{*} The Policy Fee is included in the Basic Life Coverage premium.

POLICY SPECIFICATIONS

Summary of Coverages Effective on the Policy Date

P12TRI Basic Life Coverage

Face Amount: [\$100,000] Required Minimum Face Amount: [\$100,000]

R12TPI Waiver of Premium Rider

Coverage Cease Date: [November 01, 2040]

R12TTI Accelerated Death Benefit Rider for Terminal Illness

Eligible Coverage: [Base Policy]

[Other]

[Effective Date:] [Date]

Life Policy: Term Life Insurance

Insured: [JOHN DOE]

Owner: [LELAND STANFORD]
Policy Date: [November 1, 2012]

Sex and Age: [Male 35]

Risk Class: [Standard Non-Tobacco]

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
1	\$ 252.00
2	252.00
3	252.00
4	252.00
5	252.00
6	252.00
7	252.00
8	252.00
9	252.00
10	252.00
11	252.00
12	252.00
13	252.00
14	252.00
15	252.00
16	1,227.00
17	1,322.00
18	1,451.00
19	1,591.00
20	1,770.00
21	1,990.00
22	2,214.00
23	2,456.00
24	2,662.00
25	2,900.00
26	3,187.00
27	3,537.00
28	3,964.00
29	4,444.00
30	4,948.00
31	5,480.00
32	6,019.00
33	6,565.00
34	7,153.00
35	7,762.00

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage Continued

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
36	\$ 8,500.00
37	9,326.00
38	10,411.00
39	11,556.00
40	12,760.00
41	14,076.00
42	15,511.00
43	17,177.00
44	19,123.00
45	21,370.00
46	23,820.00
47	26,609.00
48	29,514.00
49	32,647.00
50	36,115.00
51	39,990.00
52	44,284.00
53	48,974.00
54	54,000.00
55	59,303.00
56	64,836.00
57	70,041.00
58	75,466.00
59	81,188.00
60	87,233.00]
	•

POLICY SPECIFICATIONS

[Table of Premiums at Annual Intervals for Waiver of Premium Rider

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
[1	\$24.00
2	24.00
3	24.00
4	24.00
5	24.00
6	24.00
7	24.00
8	24.00
9	24.00
10	24.00
11	24.00
12	24.00
13	24.00
14	24.00
15	24.00
16	126.00
17	141.00
18	162.00
19	189.00
20	224.00
21	263.00
22	305.00
23	357.00
24	410.00
25	476.00
26	621.00
27	567.00
28	485.00
29	371.00
30	212.00]]

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POLICY SPECIFICATIONS

Base Policy: Level Premium Term Life Insurance

Premiums are Level During the First 20 Policy Years and Increase Annually Thereafter

Conversion Period: [10 Years]

Conversion Period End Date: [November 1, 2017]

Conversion Credit After the First Policy Year: [\$291.00]

Requested Premium Payment Interval: [Monthly]

Initial [Monthly] Premium: [\$26.42]

*Policy Fee: [\$65.00]

Expiration Date (Attained Age 95): [November 1, 2072]

The premiums shown on the following pages are for annual payments. Premiums can be paid more frequently than annually, but the total amount paid each year may be greater than when paid annually. To calculate the premium due for other modes of payment, multiply the basic coverage premium [if Waiver of Premium is included, add "the Waiver of Premium Rider premium,"] and premium for riders we offer in the future by the appropriate factor below and round up to the nearest \$0.01:

0.52 for semi-annual premiums0.27 for quarterly premiums0.08333 for the monthly pre-authorized check payment

^{*} The Policy Fee is included in the Basic Life Coverage premium.

POLICY SPECIFICATIONS

Summary of Coverages Effective on the Policy Date

P12TRI Basic Life Coverage

Face Amount: [\$100,000] Required Minimum Face Amount: [\$100,000]

R12TPI Waiver of Premium Rider

Coverage Cease Date: [November 01, 2040]

R12TTI Accelerated Death Benefit Rider for Terminal Illness

Eligible Coverage: [Base Policy]

[Other]

[Effective Date:] [Date]

Life Policy: Term Life Insurance

Insured: [JOHN DOE]

Owner: [LELAND STANFORD]
Policy Date: [November 1, 2012]

Sex and Age: [Male 35]

Risk Class: [Standard Non-Tobacco]

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

Policy Year	Annual Premiums
1	\$ 291.00
2	291.00
3	291.00
4	291.00
5	291.00
6	291.00
7	291.00
8	291.00
9	291.00
10	291.00
11	291.00
12	291.00
13	291.00
14	291.00
15 16	291.00
16 17	291.00 291.00
18	291.00
19	291.00
20	291.00
21	1,990.00
22	2,214.00
23	2,456.00
24	2,662.00
25	2,900.00
26	3,187.00
27	3,537.00
28	3,964.00
29	4,444.00
30	4,948.00
31	5,480.00
32	6,019.00
33	6,565.00
34	7,153.00
35	7,762.00

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage Continued

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

Policy	Annual
Policy Year	Premiums
36	\$ 8,500.00
37	
38	9,326.00
	10,411.00
39	11,556.00
40	12,760.00
41	14,076.00
42	15,511.00
43	17,177.00
44	19,123.00
45	21,370.00
46	23,820.00
47	26,609.00
48	29,514.00
49	32,647.00
50	36,115.00
51	39,990.00
52	44,284.00
53	48,974.00
54	54,000.00
55	59,303.00
56	64,836.00
57	70,041.00
58	75,466.00
59	81,188.00
60	87,233.00]
00	07,200.00]

POLICY SPECIFICATIONS

[Table of Premiums at Annual Intervals for Waiver of Premium Rider

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
[1	\$26.00
2	26.00
3	26.00
4	26.00
5	26.00
6	26.00
7	26.00
8	26.00
9	26.00
10	26.00
11	26.00
12	26.00
13	26.00
14	26.00
15	26.00
16	26.00
17	26.00
18	26.00
19	26.00
20	26.00
21	263.00
22	305.00
23	357.00
24	410.00
25	476.00
26	621.00
27	567.00
28	485.00
29	371.00
30	212.00]]

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POLICY SPECIFICATIONS

Base Policy: Level Premium Term Life Insurance

Premiums are Level During the First 30 Policy Years and Increase Annually Thereafter

Conversion Period: [10 Years]

Conversion Period End Date: [November 1, 2017]

Conversion Credit After the First Policy Year: [\$431.00]

Requested Premium Payment Interval: [Monthly]

Initial [Monthly] Premium: [\$39.33]

*Policy Fee: [\$65.00]

Expiration Date (Attained Age 95): [November 1, 2072]

The premiums shown on the following pages are for annual payments. Premiums can be paid more frequently than annually, but the total amount paid each year may be greater than when paid annually. To calculate the premium due for other modes of payment, multiply the basic coverage premium [if Waiver of Premium is included, add "the Waiver of Premium Rider premium,"] and premium for riders we offer in the future by the appropriate factor below and round up to the nearest \$0.01:

0.52 for semi-annual premiums0.27 for quarterly premiums0.08333 for the monthly pre-authorized check payment

^{*} The Policy Fee is included in the Basic Life Coverage premium.

POLICY SPECIFICATIONS

Summary of Coverages Effective on the Policy Date

P12TRI Basic Life Coverage

> Face Amount: [\$100,000]

> Required Minimum Face Amount: [\$100,000]

R12TPI Waiver of Premium Rider

> Coverage Cease Date: [November 01, 2040]

Accelerated Death Benefit Rider for Terminal Illness R12TTI

> [Base Policy] Eligible Coverage:

[Other]

[Effective Date:] [Date]

Term Life Insurance Life Policy:

Insured: [JOHN DOE]

[LELAND STANFORD] Owner: Policy Date: [November 1, 2012]

Sex and Age: [Male 35]

[Standard Non-Tobacco] Risk Class:

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
1	\$ 431.00
2	431.00
3	431.00
4	431.00
5	431.00
6	431.00
7	431.00
8	431.00
9	431.00
10	431.00
11	431.00
12	431.00
13 14	431.00
	431.00
15 16	431.00
17	431.00 431.00
18	431.00
19	431.00
20	431.00
21	431.00
22	431.00
23	431.00
24	431.00
25	431.00
26	431.00
27	431.00
28	431.00
29	431.00
30	431.00
31	5,480.00
32	6,019.00
33	6,565.00
34	7,153.00
35	7,762.00
	,

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage Continued

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

Policy	Annual
Policy Year	Premiums
36	\$ 8,500.00
30 37	· · · · · · · · · · · · · · · · · · ·
3 <i>1</i> 38	9,326.00
	10,411.00
39	11,556.00
40	12,760.00
41	14,076.00
42	15,511.00
43	17,177.00
44	19,123.00
45	21,370.00
46	23,820.00
47	26,609.00
48	29,514.00
49	32,647.00
50	36,115.00
51	39,990.00
52	44,284.00
53	48,974.00
54	54,000.00
55	59,303.00
56	64,836.00
57	70,041.00
58	75,466.00
59	81,188.00
60	87,233.00]
00	07,200.00]

POLICY SPECIFICATIONS

[Table of Premiums at Annual Intervals for Waiver of Premium Rider

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
[1	\$41.00
2	41.00
3	41.00
4	41.00
5	41.00
6	41.00
7	41.00
8	41.00
9	41.00
10	41.00
11	41.00
12	41.00
13	41.00
14	41.00
15	41.00
16	41.00
17	41.00
18	41.00
19	41.00
20	41.00
21	41.00
22	41.00
23	41.00
24	41.00
25	41.00
26	41.00
27	41.00
28	41.00
29	41.00
30	41.00]]

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DEFINITIONS

In this section, we define certain terms used throughout this Policy. Other terms may be defined in other parts of the policy. Defined terms are usually capitalized to provide emphasis.

Administrative Office – is the office that administers your policy. The mailing address of the Administrative Office at the time you applied for this Policy is shown in the heading of the Application. If the address changes, we will send you written notice of the new address.

Age – means the age as of the Insured's birthday nearest to the Policy Date, increased by the number of complete policy years elapsed. We issue your policy at the Age shown in your Policy Specifications.

Application – consists of the Application for this Policy, including any Certificate of Health, Statement of Good Health and Insurability, amendments and endorsements, and any application for reinstatement.

Basic Life Coverage – is insurance coverage on the Insured provided by this Policy as shown in the Policy Specifications and any related Supplemental Schedule of Coverage. Certain riders may provide life insurance coverage, but such amounts are not included in the Basic Life Coverage.

Class – is used in determining policy premiums, and depends on a number of factors, including (but not limited to) the Death Benefit, Face Amount, Policy Date, policy duration, the Insured's Age, Risk Class, and the presence of optional riders and benefits.

Code – is the U.S. Internal Revenue Code of 1986, as amended, and the rules and regulations issued thereunder.

Evidence of Insurability – is information, including medical information, satisfactory to us that is used to determine insurability and the Insured's Risk Class, subject to our approval.

Face Amount – is the Face Amount of Basic Life Coverage as shown in the Policy Specifications and any related Supplemental Schedule of Coverage.

In Force – means a policy is in effect and provides a death benefit on the Insured.

Insured – is the person insured under this Policy, as shown in the Policy Specifications.

Owner, **you**, **or your** – refers to the Owner of this Policy, as shown in the Policy Specifications at the time of issue or in the Title Change Confirmation if ownership is changed after issue.

Policy Date – is shown in the Policy Specifications and means the date the policy and associated riders become effective. Policy and rider months, quarters, years, and anniversaries are measured from this date.

Policy Specifications – is a section of the policy that shows information specific to your policy.

Risk Class – is used in determining policy premiums and is determined by us during the underwriting process. Risk Class depends on the Insured's gender, health, tobacco use, and other factors. The Risk Class of the Insured is shown in the Policy Specifications. Risk Class may also be referred to as Risk Classification.

Supplemental Schedule of Coverage – is the written notice we will provide to you at your last known address reflecting certain changes made to your policy after the Policy Date.

Total Face Amount – is the sum of the Face Amount of Basic Life Coverage and the Face Amounts of any rider providing coverage on the Insured. The Total Face Amount is used in determining the Death Benefit under this Policy and is shown in the Policy Specifications.

We, our, ours, and us - refer to Pacific Life Insurance Company.

Written Request – is your signed request, or your signed request on a form we provide, and received by us at our Administrative Office, containing information we need to act on the request. We will not be responsible for the validity of any Written Request.

DEATH BENEFIT

When the Policy is In Force – This Policy is In Force as of the Policy Date, subject to your acceptance of the delivered policy and payment of the initial premium. The policy remains In Force until the earliest of the following termination as described in the Termination provision or the death of the Insured.

Death Benefit – This Policy provides a Death Benefit on the death of the Insured while this Policy is In Force. The Death Benefit is equal to the Face Amount shown in the Policy Specifications but may be subject to adjustment as provided in the Misstatement provision or elsewhere in the policy.

Death Benefit Proceeds – The Death Benefit Proceeds ("Proceeds") are the actual amount payable if the Insured dies while this Policy is In Force. The Proceeds amount is equal to the Death Benefit, as of the date of death, plus any added benefit provided by rider, plus the pro-rata portion of any premium paid beyond the end of the policy month of death, less the amount of any premiums that are due but not yet paid at the time of death.

We will pay the Proceeds within two months after we receive, at our Administrative Office:

- Due proof of the Insured's death, consisting of a certified copy of the death certificate for the Insured or other lawful evidence providing equivalent information;
- Proof of the claimant's legal interest in the Proceeds; and
- Sufficient evidence that any legal impediments to payment of Proceeds that depend on parties other than us have been resolved. Legal impediments to payment include, but are not limited to (a) the establishment of guardianships and conservatorships; (b) the appointment and qualification of trustees, executors and administrators; (c) submission of information required to satisfy state and federal reporting requirements; and (d) conflicting claims.

Proceeds paid are subject to the conditions and adjustments defined in other policy provisions, such as General Provisions. We will pay interest on the Proceeds from the date of death at a rate not less than the rate payable for funds left on deposit (see the Income Benefits section). If payment of Proceeds is delayed more than 31 calendar days after we receive the above requirements needed to pay the claim, we will pay additional interest at a rate of 10% annually beginning with the 31st calendar day referenced above. Proceeds are paid as a lump sum unless you choose another payment method, as described in the Income Benefits section.

PREMIUMS

Premium Payments – This Policy will not be In Force until the initial premium is paid. The initial premium is payable either at our Administrative Office or to our authorized representative before we can place your policy In Force. Subsequent premiums are payable only at our Administrative Office. At your request, we will give you a premium receipt signed by one of our officers. We will consider any premium paid after the initial premium, whether delivered to an independent producer or otherwise, to be "received" when it is actually delivered to our Administrative Office. Except for the initial premium, Pacific Life bears no responsibility for any premium unless the premium is received by us.

Guaranteed Premiums – The guaranteed maximum annual premiums for Basic Life Coverage under this Policy are shown in the Policy Specifications. These premiums include the Policy Fee that is shown in the Policy Specifications.

Reduction to Premiums – If a reduction in the Face Amount of this Policy is processed, the premiums for this Policy will be reduced.

The guaranteed maximum Annual Premium for Basic Life Coverage in each year following the reduction in coverage will be calculated as $(a - b) \times c + b$, where:

- a = The Annual Premium before the reduction;
- b = The Policy Fee shown in the Policy Specifications; and
- c = The ratio of the Face Amount after the reduction to the Face Amount prior to the reduction at the time of the request.

Calculation of Premium Due – Your total premium due in any year will reflect the annual premium for Basic Life Coverage, plus the premium for any rider that is added to this Policy.

Premiums can be paid more frequently than annually, but the total amount paid each year may be greater than when paid annually. To calculate the premium due for other modes of payment, the Annual Premium due for Basic Life Coverage plus any rider is multiplied by the Modal Premium Factor shown in the Policy Specifications. This amount will be rounded up to the nearest \$0.01.

The initial modal premium to be paid under this Policy for the first policy year, including both Basic Life Coverage and any riders, is shown in the Policy Specifications.

POLICY LAPSE AND REINSTATEMENT

Grace Period – After the initial premium, we will allow a 31 day Grace Period after the premium due date to pay each premium. During the Grace Period, the policy will remain In Force. If a premium is not paid before the end of the Grace Period, the policy will Lapse. Payments sent by U.S. Mail must be postmarked within the Grace Period. If the death of the Insured occurs during the Grace Period, the premium required to provide insurance from the premium due date to the end of the policy month will be deducted from the Proceeds.

Notification of Termination for Non-Payment – If the premium has not been paid, a Grace Period Notice will be sent to you, on the Monthly Payment Date. Thirty days after the Monthly Payment Date on which the insufficiency occurred, we will provide a notification of termination for non-payment to you, any assignee of record, and any additional person designated to receive notice of lapse or termination. Both notices will be provided to each person at their last known addresses by first class United States mail, postage prepaid and will state the due date and the amount of premium required for your policy to remain In Force.

Lapse – If sufficient premium is not paid by the end of the Grace Period, the policy will terminate without value.

Reinstatement – If the policy Lapses before the Expiration Date, you may reinstate it within three years after the date of Lapse. To reinstate this Policy you must provide us with the following:

- A written application;
- Evidence of Insurability;
- Payment of all overdue premiums with 6.00% interest compounded annually up to the date of reinstatement;
- Payment of any premiums due within 30 days following the date of reinstatement.

The reinstatement effective date will be the beginning of the policy month that follows our receipt of the above requirements and our approval of your application.

Renewability Provision – This is a renewable term insurance policy. Coverage is renewable and premiums are payable until the Expiration Date or until death, if earlier, as indicated in the Policy Specifications. Premiums are payable as shown in the Policy Specifications.

TERMINATION

This Policy will terminate and, except for the limited right to reinstate the policy, all coverages and rights of the Owner will end upon the earliest of the following events:

- The death of the Insured:
- The Expiration Date, as shown in the Policy Specifications;
- Conversion of this Policy, as provided in the Conversion provision;
- Lapse of this Policy, as provided in the Grace Period and Lapse provisions;
- Successful contest of this Policy as described in the Incontestability provision; and
- Our receipt of your Written Request to terminate the policy.

Upon termination we will refund to you the pro-rata portion of any premium you have paid that applies to a period beyond the end of the policy month in which the policy terminates.

CONVERSION

While this Policy is In Force, and subject to the conditions below, you may convert this Policy to a new policy at any time before the Conversion Period End Date shown in the Policy Specifications. The Insured will not be required to provide Evidence of Insurability in order for you to exercise this conversion right; however, conversion will not be allowed during a period of Total Disability as defined in any Waiver of Premium Rider that may be attached to this Policy.

To convert this Policy we must receive your Written Request on a form provided by us. Upon conversion, coverage under this Policy and its riders will terminate. You should consult your tax advisor before you exercise this conversion right and before you make any other change to your life insurance policy.

The effective date of the new policy will be the same as the date this Policy terminates. The Insured must be living for the new policy to take effect. The new policy may be issued on any plan of permanent insurance that we make available for such purpose. The Insured's Risk Class on the new policy will be the same as the Insured's Risk Class on this Policy, if available. Otherwise, we will use the most comparable Risk Class available for the new policy, as determined by us.

If additional riders are in effect under this Policy on the date of the conversion, you may choose similar riders, if available, for the new policy, and subject to our rules in effect at the time of the conversion. We reserve the right to offer new riders and require any Evidence of Insurability as needed for those additional riders.

The Face Amount of the new policy cannot exceed the Face Amount of this Policy. You may select a lesser Face Amount as long as it is not less than our regular minimum issue limit for the new policy form at the time of conversion.

- Prior to issue, the initial premium for the new policy is required and must be sufficient to place the new policy In Force.
- Premiums and charges for the new policy will be based on our rates in effect on the issue date of the new
 policy. The premiums and charges will be based on the Insured's Age and the same Risk Class, if available,
 or the most comparable Risk Class, as determined by us.

The incontestability and suicide exclusion provisions in the new policy are effective from the issue date of this Policy. If the new policy includes additional coverage for which Evidence of Insurability was given, new incontestability and suicide exclusion provisions may apply to that coverage.

Conversion Credit – We will apply a credit to the new permanent insurance policy when you convert this Policy after the first policy year and by the Conversion Period End Date. The Conversion Credit will not be available if a conversion occurs during the first policy year. The amount of the Conversion Credit is shown in the Policy Specifications. The Conversion Credit, if applicable, may only be applied to reduce the initial modal premium for the new policy. If you request a Partial Conversion, the Conversion Credit will be pro-rated based on the proportion of the converted Face Amount to the Face Amount In Force prior to the Partial Conversion.

FACE AMOUNT DECREASE

Face Amount Decrease – You may request a decrease in the Face Amount of the policy by providing a Written Request. A decrease in the Face Amount is subject to these limits:

- Only one requested decrease is allowed during the life of the policy;
- The Minimum Face Amount is shown in the Policy Specifications;
- The decrease is available only after the fifth policy year; and
- The decrease may be up to 50% of the current Face Amount.

The effective date of the decreased Face Amount will be the first monthly Policy Date following the date we receive your Written Request. Upon approval of any decrease, we will send you a Supplemental Schedule of

Coverage to reflect the decrease. Premiums are calculated as described in the Reduction to Premiums provision of this Policy.

INCOME BENEFITS

Income Benefits – All or part of any policy proceeds may, instead of being paid in a lump sum, be left with us under any one, or a combination of the income benefit plans available, subject to our minimum amount requirements on the date of election. If the payee is not a natural person, the choice of a payment option will be subject to our approval. We guarantee that the income benefit will not be less than the income that would be provided by the single premium immediate annuity purchase rates we offer at the time. We guarantee that we will have at least the following income benefit plans available.

Fixed Income – Equal payments of the amount chosen with interest of not less than 2% per year until the funds left on deposit are exhausted.

Life Income – Monthly income will automatically be guaranteed to continue for at least ten years. If the payee dies before the end of the ten-year period, payments will continue to the end of the ten-year period to a person designated in writing by that payee. The purchase rates for the monthly income for a male or female income recipient bought by each \$1,000 of benefits are shown below.

	Monthly		Monthly		Monthly		Monthly		Monthly
Age	Income	Age	Income	Age	Income	Age	Income	Age	Income
0-30	2.38	40	2.63	50	3.00	60	3.60	70	4.63
32	2.42	42	2.69	52	3.10	62	3.76	72	4.92
34	2.47	44	2.76	54	3.20	64	3.94	74	5.26
36	2.52	46	2.83	56	3.32	66	4.14	75+	5.45
38	2.57	48	2.91	58	3.45	68	4.37		

Monthly income amounts for Ages not shown are halfway between the two amounts for the nearest two Ages that are shown. Amounts shown are based on an annual interest rate of 2% and the Annuity 2000 female mortality table with five-year age setback. We may require evidence of survival for incomes that last more than ten years.

OWNER AND BENEFICIARY

Owner – The Owner of this Policy is as shown in the Policy Specifications or as later changed by Written Request. If you change the Owner, the change is effective on the date the Written Request is signed, unless otherwise specified by the Owner, subject to our receipt of it and subject to any action taken or payment made by us prior to its receipt. If there are two or more Owners, they will own this contract as joint tenants with right of survivorship, unless otherwise provided by Written Request. We recommend you consult your tax advisor before requesting a change of Owner.

Assignment – You may assign this Policy by Written Request. An assignment must be recorded at our Administrative Office. When received, the assignment will take effect as of the date the Written Request was signed unless otherwise specified by the Owner. Any rights created by the assignment will be subject to any payments made or actions taken by us before the change is received. We will not be responsible for the validity of any assignment. We recommend you consult your tax advisor before requesting an assignment.

Beneficiary – The beneficiary is named by you in the Application to receive the Death Benefit proceeds. You may name one or more beneficiaries. If you name more than one beneficiary, they will share the Death Benefit proceeds equally or as you may otherwise specify by Written Request. If you have named a contingent beneficiary, that person becomes the beneficiary if the beneficiary dies before the Insured. A beneficiary may not, at or after the Insured's death, assign, transfer or encumber any benefit payable. To the extent allowed by law, policy benefits will not be subject to the claims of any creditor of any beneficiary.

During the Insured's lifetime, you may make a change of beneficiary by Written Request on a form provided by us while the policy is In Force. The change will take place as of the date the request is signed unless otherwise specified by the Owner. Any rights created by the change will be subject to any payments made or actions taken by us before we have received the Written Request. You may designate an irrevocable beneficiary whose rights under the policy cannot be changed without his or her written consent.

The interest of a beneficiary who does not outlive the Insured will be divided pro rata among the surviving beneficiaries. If no beneficiaries survive the Insured, the Death Benefit Proceeds will pass to the Owner, or the Owner's estate if the Owner does not survive the Insured. In the event of a simultaneous death of the Insured and a beneficiary such that it cannot be determined who died first, it will be assumed, unless proof to the contrary is provided, that the beneficiary died last.

GENERAL PROVISIONS

Entire Contract – This Policy is a contract between you and us. This Policy, the attached copy of the initial Application, including any amendments and endorsements to the Application, any Supplemental Schedules of Coverage, any applications for reinstatement, all subsequent applications to change the policy, any endorsements, benefits, or riders, and all additional policy information sections added to this Policy are the entire contract. Only our president, chief executive officer or secretary is authorized to change this contract or extend the time for paying premiums. Any such change must be in writing.

All statements in the Application shall, in the absence of fraud, be deemed representations and not warranties. We will not use any statement to contest this Policy or defend a claim on grounds of misrepresentation unless the statement is in an Application.

Incontestability – We will not contest this Policy unless there was a material misrepresentation in the Application or, when permitted by applicable state law, where the policy was procured through fraud. If we determine that the Application contains a material misrepresentation, we will rescind the policy and return to you the premiums paid. No Death Benefit will be paid. After the policy has been In Force for two years during the Insured's lifetime, this Policy cannot be contested except for failure to pay premiums due or if the policy was procured by fraud.

If this Policy lapses and is later reinstated, we will not contest the reinstated policy unless there was a material misrepresentation in the Application required for reinstatement, or, when permitted by applicable state law, where the policy was procured through fraud, or for failure to pay premiums due. If we determine that such Application contains a material misrepresentation, we will rescind the reinstated policy as of the reinstatement date and return to you the premiums due after the reinstatement date. No Death Benefit will be paid. After the reinstated policy has been In Force for two years during the Insured's lifetime, this Policy cannot be contested except for failure to pay premiums due or if the policy was procured by fraud.

A separate two year contestability provision shall apply to any change in coverage requiring underwriting and shall run from the date of application for change. Any such contest shall be limited to the change and statements made in the written application for change.

Non-Participating – This Policy will not share in any of our surplus earnings.

Suicide Exclusion – If the Insured dies by suicide, while sane or insane, within two years of the Policy Date, the Death Benefit Proceeds will be limited to an amount equal to the sum of the premiums paid. If this Policy has been reinstated and the Insured dies by suicide, while sane or insane, within two years of the latest reinstatement date, the Death Benefit Proceeds will be limited to an amount equal to the sum of the premiums paid since such date.

Misstatement – If the Insured's sex or birth date is misstated in the Application, we will adjust all policy benefits. The adjusted benefit amounts, end dates for benefits, and other features will be those that the most recent premiums paid would have purchased using the correct sex and birth date. The adjustment will occur whether the misstatement is discovered before or after the death of the Insured.

Additional Services – While this Policy is In Force, we may, either directly or through a third party service provider, provide you with access to independent living-related resources and discounted independent living-related goods and services.

Right to Add Benefits – From time to time we may offer additional benefits that could be available to your policy by rider or endorsement. To request such an additional benefit, you must submit to us a Written Request. You or the proposed Insured may be subject to new underwriting for any additional benefit requested. If an additional benefit requested is issued pursuant to this paragraph, we will send you a Supplemental Schedule of Coverage.

Risk Class Improvement – You will have an opportunity to improve your policy's Risk Class as compared to the Risk Class that applied when this Policy was issued. This may reduce the premiums you pay. Risk Class Improvements are allowed only on a policy anniversary and only after the second anniversary, up to and including age 70. In order to qualify for an improved Risk Class, you will be required to send us a Written Request and Evidence of Insurability. We reserve the right to request additional evidence as determined by underwriting. We reserve the right to charge a fee, not to exceed \$100. The effective date of the new Risk Class will be the first monthly Policy Date following the date all required conditions are met. We will send you a Supplemental Schedule of Coverage which will show the new Risk Class and new premiums.

Compliance – We reserve the right to make any change to the provisions of this Policy to comply with, or give you the benefit of, any federal or state statute, rule, or regulation, including but not limited to requirements for life insurance contracts under the Code or of any state. We will provide you with a copy of any such change, and file such a change with the insurance supervisory official of the state in which this Policy is delivered. You have the right to refuse any such change.

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Pacific Life Insurance Company • [45 Enterprise • Aliso Viejo, CA 92656]

www.PacificLife.com

(800) 347-7787]

LEVEL PREMIUM TERM LIFE INSURANCE

- Death Benefit Payable On The Death Of The Insured
- Premiums Payable As Provided Herein
- Coverage To Age 95
- Convertible
- Non-Participating
- Renewable



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READ YOUR POLICY CAREFULLY. This is a legal contract between you, the Owner, and us, Pacific Life Insurance Company, a stock insurance company. We agree to pay the benefits of this Policy according to its provisions. The consideration for this Policy is the application for it, a copy of which is attached, and payment of the initial and subsequent premiums.

The method for determining the Death Benefit is described in the Death Benefit section of this Policy.

Premium payments must be made in order to keep the policy In Force.

Signed for Pacific Life Insurance Company,

Chairman and Chief Executive Officer

Secretary

LEVEL PREMIUM TERM LIFE INSURANCE

- Death Benefit Payable On The Death Of The Insured
- Premiums Payable As Provided Herein
- Coverage To Age 95
- Convertible
- Non-Participating
- Renewable

Insured: [JOHN DOE]

Owner: [LELAND STANFORD]

Policy Number: [XY99999990]
Policy Date: [November 1, 2012]

[State Department of Insurance: (XXX) XXX-XXXX]

Free Look Right – You may cancel this Policy within [20] days after you receive it. To do so, deliver it or mail it to us or to the Producer/Representative who delivered it to you. This Policy will then be deemed void from the beginning and we will refund any premium paid.

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POLICY SPECIFICATIONS

Base Policy: Level Premium Term Life Insurance

Premiums are Level During the First [10, 15, 20, 30] Policy Years and Increase Annually Thereafter

Conversion Period: [5 Years]

Conversion Period End Date: [November 1, 2017]

Conversion Credit After the First Policy Year: [\$180.00]

Requested Premium Payment Interval: [Monthly]

Initial [Monthly] Premium: [\$16.25]

*Policy Fee: [\$65.00]

Expiration Date (Attained Age 95): [November 1, 2072]

The premiums shown on the following pages are for annual payments. Premiums can be paid more frequently than annually, but the total amount paid each year may be greater than when paid annually. To calculate the premium due for other modes of payment, multiply the basic coverage premium [if Waiver of Premium is included, add "the Waiver of Premium Rider premium,"] and premium for riders we offer in the future by the appropriate factor below and round up to the nearest \$0.01:

0.52 for semi-annual premiums0.27 for quarterly premiums0.08333 for the monthly pre-authorized check payment

^{*} The Policy Fee is included in the Basic Life Coverage premium.

POLICY SPECIFICATIONS

Summary of Coverages Effective on the Policy Date

P12TRS Basic Life Coverage

Face Amount:

[\$100,000] Required Minimum Face Amount: [\$100,000]

R12TPS Waiver of Premium Rider

> Coverage Cease Date: [November 01, 2040]

Accelerated Death Benefit Rider for Terminal Illness R12TTI

> [Base Policy] Eligible Coverage:

[Other]

[Effective Date:] [Date]

Term Life Insurance Life Policy:

Insured: [JOHN DOE]

[LELAND STANFORD] Owner: Policy Date: [November 1, 2012]

Sex and Age: [Male 35]

[Standard Non-Tobacco] Risk Class:

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

Dallan	A
Policy	Annual
Year	Premiums
1	\$ 180.00 180.00
2 3	180.00
3 4	180.00
5	180.00
6	180.00
7	180.00
8	180.00
9	180.00
10	180.00
11	881.00
12	958.00
13	1,042.00
14	1,091.00
15	1,147.00
16	1,227.00
17	1,322.00
18	1,451.00
19	1,591.00
20	1,770.00
21 22	1,990.00
23	2,214.00
23 24	2,456.00 2,662.00
25	2,900.00
26	3,187.00
27	3,537.00
28	3,964.00
29	4,444.00
30	4,948.00
31	5,480.00
32	6,019.00
33	6,565.00
34	7,153.00
35	7,762.00

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage Continued

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

Policy Year 36 37 38 39 40 41 42 43 44 45 46 47	Annual Premiums \$ 8,500.00 9,326.00 10,411.00 11,556.00 12,760.00 14,076.00 15,511.00 17,177.00 19,123.00 21,370.00 23,820.00 26,609.00
49 50	29,514.00 32,647.00 36,115.00
51	39,990.00
52	44,284.00
53 54	48,974.00 54,000.00
55	59,303.00
56	64,836.00
57	70,041.00
58	75,466.00
59	81,188.00
60	87,233.00]

POLICY SPECIFICATIONS

[Table of Premiums at Annual Intervals for Waiver of Premium Rider

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
[1	\$15.00
2	15.00
3	15.00
4	15.00
5	15.00
6	15.00
7	15.00
8	15.00
9	15.00
10	15.00
11	77.00
12	82.00
13	85.00
14	88.00
15	91.00
16	98.00
17	110.00
18	126.00
19	147.00
20	174.00
21	205.00
22	238.00
23	278.00
24	319.00
25	371.00
26	484.00
27	442.00
28	378.00
29	289.00
30	165.00]]

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POLICY SPECIFICATIONS

Base Policy: Level Premium Term Life Insurance

Premiums are Level During the First 10 Policy Years and Increase Annually Thereafter

Conversion Period: [5 Years]

Conversion Period End Date: [November 1, 2017]

Conversion Credit After the First Policy Year: [\$180.00]

Requested Premium Payment Interval: [Monthly]

Initial [Monthly] Premium: [\$16.25]

*Policy Fee: [\$65.00]

Expiration Date (Attained Age 95): [November 1, 2072]

The premiums shown on the following pages are for annual payments. Premiums can be paid more frequently than annually, but the total amount paid each year may be greater than when paid annually. To calculate the premium due for other modes of payment, multiply the basic coverage premium [if Waiver of Premium is included, add "the Waiver of Premium Rider premium,"] and premium for riders we offer in the future by the appropriate factor below and round up to the nearest \$0.01:

0.52 for semi-annual premiums0.27 for quarterly premiums0.08333 for the monthly pre-authorized check payment

^{*} The Policy Fee is included in the Basic Life Coverage premium.

POLICY SPECIFICATIONS

Summary of Coverages Effective on the Policy Date

[\$100,000]

[\$100,000]

P12TRS Basic Life Coverage

Face Amount:

Required Minimum Face Amount:

R12TPS Waiver of Premium Rider

Coverage Cease Date: [November 01, 2040]

R12TTI Accelerated Death Benefit Rider for Terminal Illness

Eligible Coverage: [Base Policy]

[Other]

[Effective Date:] [Date]

Life Policy: Term Life Insurance

Insured: [JOHN DOE]

Owner: [LELAND STANFORD]
Policy Date: [November 1, 2012]

Sex and Age: [Male 35]

Risk Class: [Standard Non-Tobacco]

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
1	\$ 180.00
2	180.00
3	180.00
4	180.00
5	180.00
6	180.00
7	180.00
8	180.00
9	180.00
10	180.00
11	881.00
12	958.00
13	1,042.00
14	1,091.00
15	1,147.00
16	1,227.00
17	1,322.00
18	1,451.00
19	1,591.00
20	1,770.00
21	1,990.00
22	2,214.00
23	2,456.00
24	2,662.00
25	2,900.00
26	3,187.00
27	3,537.00
28	3,964.00
29	4,444.00
30	4,948.00
31	5,480.00
32	6,019.00
33	6,565.00
34	7,153.00
35	7,762.00

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage Continued

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
36	\$ 8,500.00
37	9,326.00
38	10,411.00
39	11,556.00
40	12,760.00
41	14,076.00
42	15,511.00
43	17,177.00
44	19,123.00
45	21,370.00
46	23,820.00
47	26,609.00
48	29,514.00
49	32,647.00
50	36,115.00
51	39,990.00
52	44,284.00
53	48,974.00
54	54,000.00
55	59,303.00
56	64,836.00
57	70,041.00
58	75,466.00
59	81,188.00
60	87,233.00]

POLICY SPECIFICATIONS

[Table of Premiums at Annual Intervals for Waiver of Premium Rider

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
[1	\$15.00
2	15.00
3	15.00
4	15.00
5	15.00
6	15.00
7	15.00
8	15.00
9	15.00
10	15.00
11	77.00
12	82.00
13	85.00
14	88.00
15	91.00
16	98.00
17	110.00
18	126.00
19	147.00
20	174.00
21	205.00
22	238.00
23	278.00
24	319.00
25	371.00
26	484.00
27	442.00
28	378.00
29	289.00
30	165.00]]

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POLICY SPECIFICATIONS

Base Policy: Level Premium Term Life Insurance

Premiums are Level During the First 15 Policy Years and Increase Annually Thereafter

Conversion Period: [10 Years]

Conversion Period End Date: [November 1, 2017]

Conversion Credit After the First Policy Year: [\$204.00]

Requested Premium Payment Interval: [Monthly]

Initial [Monthly] Premium: [\$18.58]

*Policy Fee: [\$65.00]

Expiration Date (Attained Age 95): [November 1, 2072]

The premiums shown on the following pages are for annual payments. Premiums can be paid more frequently than annually, but the total amount paid each year may be greater than when paid annually. To calculate the premium due for other modes of payment, multiply the basic coverage premium [if Waiver of Premium is included, add "the Waiver of Premium Rider premium,"] and premium for riders we offer in the future by the appropriate factor below and round up to the nearest \$0.01:

0.52 for semi-annual premiums0.27 for quarterly premiums0.08333 for the monthly pre-authorized check payment

^{*} The Policy Fee is included in the Basic Life Coverage premium.

POLICY SPECIFICATIONS

Summary of Coverages Effective on the Policy Date

P12TRS Basic Life Coverage

Face Amount: [\$100,000]

Required Minimum Face Amount: [\$100,000]

R12TPS Waiver of Premium Rider

Coverage Cease Date: [November 01, 2040]

R12TTI Accelerated Death Benefit Rider for Terminal Illness

Eligible Coverage: [Base Policy]

[Other]

[Effective Date:] [Date]

Life Policy: Term Life Insurance

Insured: [JOHN DOE]

Owner: [LELAND STANFORD]
Policy Date: [November 1, 2012]

Sex and Age: [Male 35]

Risk Class: [Standard Non-Tobacco]

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

5 "	
Policy	Annual
Year	Premiums
1	\$ 204.00
2	204.00
3	204.00
4	204.00
5	204.00
6	204.00
7	204.00
8	204.00
9	204.00
10	204.00
11	204.00
12	204.00
13 14	204.00 204.00
15	204.00
16	1,227.00
17	1,322.00
18	1,451.00
19	1,591.00
20	1,770.00
21	1,990.00
22	2,214.00
23	2,456.00
24	2,662.00
25	2,900.00
26	3,187.00
27	3,537.00
28	3,964.00
29	4,444.00
30	4,948.00
31	5,480.00
32	6,019.00
33	6,565.00
34	7,153.00
35	7,762.00
	,

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage Continued

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
36	\$ 8,500.00
37	9,326.00
38	10,411.00
39	11,556.00
40	12,760.00
41	14,076.00
42	15,511.00
43	17,177.00
44	19,123.00
45	21,370.00
46	23,820.00
47	26,609.00
48	29,514.00
49	32,647.00
50	36,115.00
51	39,990.00
52	44,284.00
53	48,974.00
54	54,000.00
55	59,303.00
56	64,836.00
57	70,041.00
58	75,466.00
59	81,188.00
60	87,233.00]

POLICY SPECIFICATIONS

[Table of Premiums at Annual Intervals for Waiver of Premium Rider

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
[1	\$19.00
2	19.00
3	19.00
4	19.00
5	19.00
6	19.00
7	19.00
8	19.00
9	19.00
10	19.00
11	19.00
12	19.00
13	19.00
14	19.00
15	19.00
16	98.00
17	110.00
18	126.00
19	147.00
20	174.00
21	205.00
22	238.00
23	278.00
24	319.00
25	371.00
26	484.00
27	442.00
28	378.00
29	289.00
30	165.00]]

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POLICY SPECIFICATIONS

Base Policy: Level Premium Term Life Insurance

Premiums are Level During the First 20 Policy Years and Increase Annually Thereafter

Conversion Period: [10 Years]

Conversion Period End Date: [November 1, 2017]

Conversion Credit After the First Policy Year: [\$239.00]

Requested Premium Payment Interval: [Monthly]

Initial [Monthly] Premium: [\$21.58]

*Policy Fee: [\$65.00]

Expiration Date (Attained Age 95): [November 1, 2072]

The premiums shown on the following pages are for annual payments. Premiums can be paid more frequently than annually, but the total amount paid each year may be greater than when paid annually. To calculate the premium due for other modes of payment, multiply the basic coverage premium [if Waiver of Premium is included, add "the Waiver of Premium Rider premium,"] and premium for riders we offer in the future by the appropriate factor below and round up to the nearest \$0.01:

0.52 for semi-annual premiums0.27 for quarterly premiums0.08333 for the monthly pre-authorized check payment

^{*} The Policy Fee is included in the Basic Life Coverage premium.

POLICY SPECIFICATIONS

Summary of Coverages Effective on the Policy Date

P12TRS Basic Life Coverage

Face Amount:

[\$100,000]

Required Minimum Face Amount:

[\$100,000]

R12TPS Waiver of Premium Rider

Coverage Cease Date:

[November 01, 2040]

Accelerated Death Benefit Rider for Terminal Illness R12TTI

> [Base Policy] Eligible Coverage:

[Other]

[Effective Date:] [Date]

Term Life Insurance Life Policy:

Insured: [JOHN DOE]

[LELAND STANFORD] Owner: Policy Date: [November 1, 2012]

Sex and Age: [Male 35]

[Standard Non-Tobacco] Risk Class:

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
1	\$ 239.00
2	239.00
3	239.00
4	239.00
5	239.00
6	239.00
7	239.00
8	239.00
9	239.00
10	239.00
11	239.00
12	239.00
13	239.00
14	239.00
15	239.00
16	239.00
17	239.00
18	239.00
19	239.00
20	239.00
21	1,990.00
22	2,214.00
23	2,456.00
24	2,662.00
25 26	2,900.00
20 27	3,187.00 3,537.00
28	3,964.00
29	4,444.00
30	4,948.00
31	5,480.00
32	6,019.00
33	6,565.00
34	7,153.00
35	7,762.00
	,

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage Continued

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
36	\$ 8,500.00
37	9,326.00
38	10,411.00
39	11,556.00
40	12,760.00
41	14,076.00
42	15,511.00
43	17,177.00
44	19,123.00
45	21,370.00
46	23,820.00
47	26,609.00
48	29,514.00
49	32,647.00
50	36,115.00
51	39,990.00
52	44,284.00
53	48,974.00
54	54,000.00
55	59,303.00
56	64,836.00
57	70,041.00
58	75,466.00
59	81,188.00
60	87,233.00]

POLICY SPECIFICATIONS

[Table of Premiums at Annual Intervals for Waiver of Premium Rider

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
[1	\$20.00
2	20.00
3	20.00
4	20.00
5	20.00
6	20.00
7	20.00
8	20.00
9	20.00
10	20.00
11	20.00
12	20.00
13	20.00
14	20.00
15	20.00
16	20.00
17	20.00
18	20.00
19	20.00
20	20.00
21	205.00
22	238.00
23	278.00
24	319.00
25	371.00
26	484.00
27	442.00
28	378.00
29	289.00
30	165.00]]

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POLICY SPECIFICATIONS

Base Policy: Level Premium Term Life Insurance

Premiums are Level During the First 30 Policy Years and Increase Annually Thereafter

Conversion Period: [10 Years]

Conversion Period End Date: [November 1, 2017]

Conversion Credit After the First Policy Year: [\$341.00]

Requested Premium Payment Interval: [Monthly]

Initial [Monthly] Premium: [\$31.08]

*Policy Fee: [\$65.00]

Expiration Date (Attained Age 95): [November 1, 2072]

The premiums shown on the following pages are for annual payments. Premiums can be paid more frequently than annually, but the total amount paid each year may be greater than when paid annually. To calculate the premium due for other modes of payment, multiply the basic coverage premium [if Waiver of Premium is included, add "the Waiver of Premium Rider premium,"] and premium for riders we offer in the future by the appropriate factor below and round up to the nearest \$0.01:

0.52 for semi-annual premiums0.27 for quarterly premiums0.08333 for the monthly pre-authorized check payment

^{*} The Policy Fee is included in the Basic Life Coverage premium.

POLICY SPECIFICATIONS

Summary of Coverages Effective on the Policy Date

P12TRS Basic Life Coverage

> Face Amount: [\$100,000]

> Required Minimum Face Amount: [\$100,000]

R12TPS Waiver of Premium Rider

> Coverage Cease Date: [November 01, 2040]

Accelerated Death Benefit Rider for Terminal Illness R12TTI

> [Base Policy] Eligible Coverage:

[Other]

[Effective Date:] [Date]

Term Life Insurance Life Policy:

Insured: [JOHN DOE]

[LELAND STANFORD] Owner: Policy Date: [November 1, 2012]

Sex and Age: [Male 35]

[Standard Non-Tobacco] Risk Class:

POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

Year Premiums 1 \$341.00 2 341.00 3 341.00 4 341.00 5 341.00 6 341.00 7 341.00 8 341.00 9 341.00 10 341.00 12 341.00 13 341.00 14 341.00 15 341.00 16 341.00 17 341.00 20 341.00 21 341.00 22 341.00 23 341.00 24 341.00 25 341.00 26 341.00 27 341.00 28 341.00 30 341.00 31 5,480.00 32 6,019.00 33 6,565.00 7,153.00 7,762.00	Policy	Annual
2 341.00 3 341.00 4 341.00 5 341.00 6 341.00 7 341.00 8 341.00 10 341.00 11 341.00 12 341.00 13 341.00 14 341.00 15 341.00 16 341.00 17 341.00 18 341.00 20 341.00 21 341.00 22 341.00 23 341.00 24 341.00 25 341.00 26 341.00 27 341.00 28 341.00 30 341.00 31 5,480.00 32 6,019.00 33 6,565.00 7,153.00		
3 341.00 4 341.00 5 341.00 6 341.00 7 341.00 8 341.00 10 341.00 11 341.00 12 341.00 13 341.00 14 341.00 15 341.00 16 341.00 17 341.00 18 341.00 20 341.00 21 341.00 22 341.00 23 341.00 24 341.00 25 341.00 26 341.00 27 341.00 28 341.00 30 341.00 30 341.00 31 5,480.00 32 6,019.00 33 6,565.00 7,153.00		
4 341.00 5 341.00 6 341.00 7 341.00 8 341.00 9 341.00 10 341.00 11 341.00 12 341.00 13 341.00 14 341.00 15 341.00 16 341.00 19 341.00 20 341.00 21 341.00 22 341.00 23 341.00 24 341.00 25 341.00 26 341.00 27 341.00 28 341.00 30 341.00 30 341.00 31 5,480.00 32 6,019.00 33 6,565.00 7,153.00		
5 341.00 6 341.00 7 341.00 8 341.00 9 341.00 10 341.00 11 341.00 12 341.00 13 341.00 14 341.00 15 341.00 16 341.00 19 341.00 20 341.00 21 341.00 22 341.00 23 341.00 24 341.00 25 341.00 26 341.00 27 341.00 28 341.00 30 341.00 30 341.00 31 5,480.00 32 6,019.00 33 6,565.00 7,153.00		
6 341.00 7 341.00 8 341.00 9 341.00 10 341.00 11 341.00 12 341.00 13 341.00 14 341.00 15 341.00 16 341.00 17 341.00 20 341.00 21 341.00 22 341.00 23 341.00 24 341.00 25 341.00 26 341.00 27 341.00 28 341.00 30 341.00 31 5,480.00 32 6,019.00 33 6,565.00 7,153.00		
7 341.00 8 341.00 9 341.00 10 341.00 11 341.00 12 341.00 13 341.00 14 341.00 15 341.00 16 341.00 17 341.00 19 341.00 20 341.00 21 341.00 22 341.00 23 341.00 24 341.00 25 341.00 26 341.00 27 341.00 30 341.00 30 341.00 31 5,480.00 32 6,019.00 33 6,565.00 34 7,153.00		
8 341.00 9 341.00 10 341.00 11 341.00 12 341.00 13 341.00 14 341.00 15 341.00 16 341.00 17 341.00 19 341.00 20 341.00 21 341.00 22 341.00 23 341.00 24 341.00 25 341.00 26 341.00 27 341.00 28 341.00 30 341.00 30 341.00 31 5,480.00 32 6,019.00 33 6,565.00 34 7,153.00		
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10 341.00 11 341.00 12 341.00 13 341.00 14 341.00 15 341.00 16 341.00 17 341.00 19 341.00 20 341.00 21 341.00 22 341.00 23 341.00 24 341.00 25 341.00 26 341.00 27 341.00 28 341.00 30 341.00 31 5,480.00 32 6,019.00 33 6,565.00 7,153.00		
11 341.00 12 341.00 13 341.00 14 341.00 15 341.00 16 341.00 17 341.00 18 341.00 20 341.00 21 341.00 22 341.00 23 341.00 24 341.00 25 341.00 26 341.00 27 341.00 28 341.00 30 341.00 30 341.00 31 5,480.00 32 6,019.00 33 6,565.00 7,153.00		
12 341.00 13 341.00 14 341.00 15 341.00 16 341.00 17 341.00 18 341.00 20 341.00 21 341.00 22 341.00 23 341.00 24 341.00 25 341.00 26 341.00 27 341.00 28 341.00 30 341.00 30 341.00 31 5,480.00 32 6,019.00 33 6,565.00 34 7,153.00		
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15 341.00 16 341.00 17 341.00 18 341.00 19 341.00 20 341.00 21 341.00 22 341.00 23 341.00 24 341.00 25 341.00 26 341.00 27 341.00 28 341.00 30 341.00 31 5,480.00 32 6,019.00 33 6,565.00 34 7,153.00		
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POLICY SPECIFICATIONS

Table of Premiums at Annual Intervals for Basic Life Coverage Continued

The Policy Fee is Included in the Premiums Shown

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
36	\$ 8,500.00
37	9,326.00
38	10,411.00
39	11,556.00
40	12,760.00
41	14,076.00
42	15,511.00
43	17,177.00
44	19,123.00
45	21,370.00
46	23,820.00
47	26,609.00
48	29,514.00
49	32,647.00
50	36,115.00
51	39,990.00
52	44,284.00
53	48,974.00
54	54,000.00
55	59,303.00
56	64,836.00
57	70,041.00
58	75,466.00
59	81,188.00
60	87,233.00]

POLICY SPECIFICATIONS

[Table of Premiums at Annual Intervals for Waiver of Premium Rider

Insured: [JOHN DOE]

Policy	Annual
Year	Premiums
[1	\$32.00
2	32.00
3	32.00
4	32.00
5	32.00
6	32.00
7	32.00
8	32.00
9	32.00
10	32.00
11	32.00
12	32.00
13	32.00
14	32.00
15	32.00
16	32.00
17	32.00
18	32.00
19	32.00
20	32.00
21	32.00
22	32.00
23	32.00
24	32.00
25	32.00
26	32.00
27	32.00
28	32.00
29	32.00
30	32.00]]

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DEFINITIONS

In this section, we define certain terms used throughout this Policy. Other terms may be defined in other parts of the policy. Defined terms are usually capitalized to provide emphasis.

Administrative Office – is the office that administers your policy. The mailing address of the Administrative Office at the time you applied for this Policy is shown in the heading of the Application. If the address changes, we will send you written notice of the new address.

Age – means the age as of the Insured's birthday nearest to the Policy Date, increased by the number of complete policy years elapsed. We issue your policy at the Age shown in your Policy Specifications.

Application – consists of the Application for this Policy, including any Certificate of Health, Statement of Good Health and Insurability, amendments and endorsements, and any application for reinstatement.

Basic Life Coverage – is insurance coverage on the Insured provided by this Policy as shown in the Policy Specifications and any related Supplemental Schedule of Coverage. Certain riders may provide life insurance coverage, but such amounts are not included in the Basic Life Coverage.

Class – is used in determining policy premiums, and depends on a number of factors, including (but not limited to) the Death Benefit, Face Amount, Policy Date, policy duration, the Insured's Age, Risk Class, and the presence of optional riders and benefits.

Code – is the U.S. Internal Revenue Code of 1986, as amended, and the rules and regulations issued thereunder.

Evidence of Insurability – is information, including medical information, satisfactory to us that is used to determine insurability and the Insured's Risk Class, subject to our approval.

Face Amount – is the Face Amount of Basic Life Coverage as shown in the Policy Specifications and any related Supplemental Schedule of Coverage.

In Force – means a policy is in effect and provides a death benefit on the Insured.

Insured – is the person insured under this Policy, as shown in the Policy Specifications.

Owner, **you**, **or your** – refers to the Owner of this Policy, as shown in the Policy Specifications at the time of issue or in the Title Change Confirmation if ownership is changed after issue.

Policy Date – is shown in the Policy Specifications and means the date the policy and associated riders become effective. Policy and rider months, quarters, years, and anniversaries are measured from this date.

Policy Specifications – is a section of the policy that shows information specific to your policy.

Risk Class – is used in determining policy premiums and is determined by us during the underwriting process. Risk Class depends on the Insured's gender, health, tobacco use, and other factors. The Risk Class of the Insured is shown in the Policy Specifications. Risk Class may also be referred to as Risk Classification.

Supplemental Schedule of Coverage – is the written notice we will provide to you at your last known address reflecting certain changes made to your policy after the Policy Date.

Total Face Amount – is the sum of the Face Amount of Basic Life Coverage and the Face Amounts of any rider providing coverage on the Insured. The Total Face Amount is used in determining the Death Benefit under this Policy and is shown in the Policy Specifications.

We, our, ours, and us - refer to Pacific Life Insurance Company.

Written Request – is your signed request, or your signed request on a form we provide, and received by us at our Administrative Office, containing information we need to act on the request. We will not be responsible for the validity of any Written Request.

DEATH BENEFIT

When the Policy is In Force – This Policy is In Force as of the Policy Date, subject to your acceptance of the delivered policy and payment of the initial premium. The policy remains In Force until the earliest of the following termination as described in the Termination provision or the death of the Insured.

Death Benefit – This Policy provides a Death Benefit on the death of the Insured while this Policy is In Force. The Death Benefit is equal to the Face Amount shown in the Policy Specifications but may be subject to adjustment as provided in the Misstatement provision or elsewhere in the policy.

Death Benefit Proceeds – The Death Benefit Proceeds ("Proceeds") are the actual amount payable if the Insured dies while this Policy is In Force. The Proceeds amount is equal to the Death Benefit, as of the date of death, plus any added benefit provided by rider, plus the pro-rata portion of any premium paid beyond the end of the policy month of death, less the amount of any premiums that are due but not yet paid at the time of death.

We will pay the Proceeds within two months after we receive, at our Administrative Office:

- Due proof of the Insured's death, consisting of a certified copy of the death certificate for the Insured or other lawful evidence providing equivalent information;
- Proof of the claimant's legal interest in the Proceeds; and
- Sufficient evidence that any legal impediments to payment of Proceeds that depend on parties other than us have been resolved. Legal impediments to payment include, but are not limited to (a) the establishment of guardianships and conservatorships; (b) the appointment and qualification of trustees, executors and administrators; (c) submission of information required to satisfy state and federal reporting requirements; and (d) conflicting claims.

Proceeds paid are subject to the conditions and adjustments defined in other policy provisions, such as General Provisions. We will pay interest on the Proceeds from the date of death at a rate not less than the rate payable for funds left on deposit (see the Income Benefits section). If payment of Proceeds is delayed more than 31 calendar days after we receive the above requirements needed to pay the claim, we will pay additional interest at a rate of 10% annually beginning with the 31st calendar day referenced above. Proceeds are paid as a lump sum unless you choose another payment method, as described in the Income Benefits section.

PREMIUMS

Premium Payments – This Policy will not be In Force until the initial premium is paid. The initial premium is payable either at our Administrative Office or to our authorized representative before we can place your policy In Force. Subsequent premiums are payable only at our Administrative Office. At your request, we will give you a premium receipt signed by one of our officers. We will consider any premium paid after the initial premium, whether delivered to an independent producer or otherwise, to be "received" when it is actually delivered to our Administrative Office. Except for the initial premium, Pacific Life bears no responsibility for any premium unless the premium is received by us.

Guaranteed Premiums – The guaranteed maximum annual premiums for Basic Life Coverage under this Policy are shown in the Policy Specifications. These premiums include the Policy Fee that is shown in the Policy Specifications.

Reduction to Premiums – If a reduction in the Face Amount of this Policy is processed, the premiums for this Policy will be reduced.

The guaranteed maximum Annual Premium for Basic Life Coverage in each year following the reduction in coverage will be calculated as $(a - b) \times c + b$, where:

- a = The Annual Premium before the reduction;
- b = The Policy Fee shown in the Policy Specifications; and
- c = The ratio of the Face Amount after the reduction to the Face Amount prior to the reduction at the time of the request.

Calculation of Premium Due – Your total premium due in any year will reflect the annual premium for Basic Life Coverage, plus the premium for any rider that is added to this Policy.

Premiums can be paid more frequently than annually, but the total amount paid each year may be greater than when paid annually. To calculate the premium due for other modes of payment, the Annual Premium due for Basic Life Coverage plus any rider is multiplied by the Modal Premium Factor shown in the Policy Specifications. This amount will be rounded up to the nearest \$0.01.

The initial modal premium to be paid under this Policy for the first policy year, including both Basic Life Coverage and any riders, is shown on the Policy Specifications.

POLICY LAPSE AND REINSTATEMENT

Grace Period – After the initial premium, we will allow a 31 day Grace Period after the premium due date to pay each premium. During the Grace Period, the policy will remain In Force. If a premium is not paid before the end of the Grace Period, the policy will Lapse. Payments sent by U.S. Mail must be postmarked within the Grace Period. If the death of the Insured occurs during the Grace Period, the premium required to provide insurance from the premium due date to the end of the policy month will be deducted from the Proceeds.

Notification of Termination for Non-Payment – If the premium has not been paid, a Grace Period Notice will be sent to you, on the Monthly Payment Date. Thirty days after the Monthly Payment Date on which the insufficiency occurred, we will provide a notification of termination for non-payment to you, any assignee of record, and any additional person designated to receive notice of lapse or termination. Both notices will be provided to each person at their last known addresses by first class United States mail, postage prepaid and will state the due date and the amount of premium required for your policy to remain In Force.

Lapse – If sufficient premium is not paid by the end of the Grace Period, the policy will terminate without value.

Reinstatement – If the policy Lapses before the Expiration Date, you may reinstate it within three years after the date of Lapse. To reinstate this Policy you must provide us with the following:

- A written application;
- Evidence of Insurability;
- Payment of all overdue premiums with 6.00% interest compounded annually up to the date of reinstatement;
- Payment of any premiums due within 30 days following the date of reinstatement.

The reinstatement effective date will be the beginning of the policy month that follows our receipt of the above requirements and our approval of your application.

Renewability Provision – This is a renewable term insurance policy. Coverage is renewable and premiums are payable until the Expiration Date or until death, if earlier, as indicated in the Policy Specifications. Premiums are payable as shown in the Policy Specifications.

TERMINATION

This Policy will terminate and, except for the limited right to reinstate the policy, all coverages and rights of the Owner will end upon the earliest of the following events:

- The death of the Insured;
- The Expiration Date, as shown in the Policy Specifications;
- Conversion of this Policy, as provided in the Conversion provision;
- Lapse of this Policy, as provided in the Grace Period and Lapse provisions;
- Successful contest of this Policy as described in the Incontestability provision; and
- Our receipt of your Written Request to terminate the policy.

Upon termination we will refund to you the pro-rata portion of any premium you have paid that applies to a period beyond the end of the policy month in which the policy terminates.

CONVERSION

While this Policy is In Force, and subject to the conditions below, you may convert this Policy to a new policy at any time before the Conversion Period End Date shown in the Policy Specifications. The Insured will not be required to provide Evidence of Insurability in order for you to exercise this conversion right; however, conversion will not be allowed during a period of Total Disability as defined in any Waiver of Premium Rider that may be attached to this Policy.

To convert this Policy we must receive your Written Request on a form provided by us. Upon conversion, coverage under this Policy and its riders will terminate. You should consult your tax advisor before you exercise this conversion right and before you make any other change to your life insurance policy.

The effective date of the new policy will be the same as the date this Policy terminates. The Insured must be living for the new policy to take effect. The new policy may be issued on any plan of permanent insurance that we make available for such purpose. The Insured's Risk Class on the new policy will be the same as the Insured's Risk Class on this Policy, if available. Otherwise, we will use the most comparable Risk Class available for the new policy, as determined by us.

If additional riders are in effect under this Policy on the date of the conversion, you may choose similar riders, if available, for the new policy, and subject to our rules in effect at the time of the conversion. We reserve the right to offer new riders and require any Evidence of Insurability as needed for those additional riders.

The Face Amount of the new policy cannot exceed the Face Amount of this Policy. You may select a lesser Face Amount as long as it is not less than our regular minimum issue limit for the new policy form at the time of conversion.

- Prior to issue, the initial premium for the new policy is required and must be sufficient to place the new policy In Force.
- Premiums and charges for the new policy will be based on our rates in effect on the issue date of the new policy. The premiums and charges will be based on the Insured's Age and the same Risk Class, if available, or the most comparable Risk Class, as determined by us.

The incontestability and suicide exclusion provisions in the new policy are effective from the issue date of this Policy. If the new policy includes additional coverage for which Evidence of Insurability was given, new incontestability and suicide exclusion provisions may apply to that coverage.

Conversion Credit – We will apply a credit to the new permanent insurance policy when you convert this Policy after the first policy year and by the Conversion Period End Date. The Conversion Credit will not be available if a conversion occurs during the first policy year. The amount of the Conversion Credit is shown in the Policy Specifications. The Conversion Credit, if applicable, may only be applied to reduce the initial modal premium for the new policy. If you request a Partial Conversion, the Conversion Credit will be pro-rated based on the proportion of the converted Face Amount to the Face Amount In Force prior to the Partial Conversion.

FACE AMOUNT DECREASE

Face Amount Decrease – You may request a decrease in the Face Amount of the policy by providing a Written Request. A decrease in the Face Amount is subject to these limits:

- Only one requested decrease is allowed during the life of the policy;
- The Minimum Face Amount is shown in the Policy Specifications;
- The decrease is available only after the fifth policy year; and
- The decrease may be up to 50% of the current Face Amount.

The effective date of the decreased Face Amount will be the first monthly Policy Date following the date we receive your Written Request. Upon approval of any decrease, we will send you a Supplemental Schedule of

Coverage to reflect the decrease. Premiums are calculated as described in the Reduction to Premiums provision of this Policy.

INCOME BENEFITS

Income Benefits – All or part of any policy proceeds may, instead of being paid in a lump sum, be left with us under any one, or a combination of the income benefit plans available, subject to our minimum amount requirements on the date of election. If the payee is not a natural person, the choice of a payment option will be subject to our approval. We guarantee that the income benefit will not be less than the income that would be provided by the single premium immediate annuity purchase rates we offer at the time. We guarantee that we will have at least the following income benefit plans available.

Fixed Income – Equal payments of the amount chosen with interest of not less than 2% per year until the funds left on deposit are exhausted.

Life Income – Monthly income will automatically be guaranteed to continue for at least ten years. If the payee dies before the end of the ten-year period, payments will continue to the end of the ten-year period to a person designated in writing by that payee. The purchase rates for the monthly income for a male or female income recipient bought by each \$1,000 of benefits are shown below.

	Monthly		Monthly		Monthly		Monthly		Monthly
Age	Income	Age	Income	Age	Income	Age	Income	Age	Income
0-30	2.38	40	2.63	50	3.00	60	3.60	70	4.63
32	2.42	42	2.69	52	3.10	62	3.76	72	4.92
34	2.47	44	2.76	54	3.20	64	3.94	74	5.26
36	2.52	46	2.83	56	3.32	66	4.14	75+	5.45
38	2.57	48	2.91	58	3.45	68	4.37		

Monthly income amounts for Ages not shown are halfway between the two amounts for the nearest two Ages that are shown. Amounts shown are based on an annual interest rate of 2% and the Annuity 2000 female mortality table with five-year age setback. We may require evidence of survival for incomes that last more than ten years.

OWNER AND BENEFICIARY

Owner – The Owner of this Policy is as shown in the Policy Specifications or as later changed by Written Request. If you change the Owner, the change is effective on the date the Written Request is signed, unless otherwise specified by the Owner, subject to our receipt of it and subject to any action taken or payment made by us prior to its receipt. If there are two or more Owners, they will own this contract as joint tenants with right of survivorship, unless otherwise provided by Written Request. We recommend you consult your tax advisor before requesting a change of Owner.

Assignment – You may assign this Policy by Written Request. An assignment must be recorded at our Administrative Office. When received, the assignment will take effect as of the date the Written Request was signed unless otherwise specified by the Owner. Any rights created by the assignment will be subject to any payments made or actions taken by us before the change is received. We will not be responsible for the validity of any assignment. We recommend you consult your tax advisor before requesting an assignment.

Beneficiary – The beneficiary is named by you in the Application to receive the Death Benefit proceeds. You may name one or more beneficiaries. If you name more than one beneficiary, they will share the Death Benefit proceeds equally or as you may otherwise specify by Written Request. If you have named a contingent beneficiary, that person becomes the beneficiary if the beneficiary dies before the Insured. A beneficiary may not, at or after the Insured's death, assign, transfer or encumber any benefit payable. To the extent allowed by law, policy benefits will not be subject to the claims of any creditor of any beneficiary.

During the Insured's lifetime, you may make a change of beneficiary by Written Request on a form provided by us while the policy is In Force. The change will take place as of the date the request is signed unless otherwise specified by the Owner. Any rights created by the change will be subject to any payments made or actions taken by us before we have received the Written Request. You may designate an irrevocable beneficiary whose rights under the policy cannot be changed without his or her written consent.

The interest of a beneficiary who does not outlive the Insured will be divided pro rata among the surviving beneficiaries. If no beneficiaries survive the Insured, the Death Benefit Proceeds will pass to the Owner, or the Owner's estate if the Owner does not survive the Insured. In the event of a simultaneous death of the Insured and a beneficiary such that it cannot be determined who died first, it will be assumed, unless proof to the contrary is provided, that the beneficiary died last.

GENERAL PROVISIONS

Entire Contract – This Policy is a contract between you and us. This Policy, the attached copy of the initial Application, including any amendments and endorsements to the Application, any Supplemental Schedules of Coverage, any applications for reinstatement, all subsequent applications to change the policy, any endorsements, benefits, or riders, and all additional policy information sections added to this Policy are the entire contract. Only our president, chief executive officer or secretary is authorized to change this contract or extend the time for paying premiums. Any such change must be in writing.

All statements in the Application shall, in the absence of fraud, be deemed representations and not warranties. We will not use any statement to contest this Policy or defend a claim on grounds of misrepresentation unless the statement is in an Application.

Incontestability – We will not contest this Policy unless there was a material misrepresentation in the Application or, when permitted by applicable state law, where the policy was procured through fraud. If we determine that the Application contains a material misrepresentation, we will rescind the policy and return to you the premiums paid. No Death Benefit will be paid. After the policy has been In Force for two years during the Insured's lifetime, this Policy cannot be contested except for failure to pay premiums due or if the policy was procured by fraud.

If this Policy lapses and is later reinstated, we will not contest the reinstated policy unless there was a material misrepresentation in the Application required for reinstatement, or, when permitted by applicable state law, where the policy was procured through fraud, or for failure to pay premiums due. If we determine that such Application contains a material misrepresentation, we will rescind the reinstated policy as of the reinstatement date and return to you the premiums due after the reinstatement date. No Death Benefit will be paid. After the reinstated policy has been In Force for two years during the Insured's lifetime, this Policy cannot be contested except for failure to pay premiums due or if the policy was procured by fraud.

A separate two year contestability provision shall apply to any change in coverage requiring underwriting and shall run from the date of application for change. Any such contest shall be limited to the change and statements made in the written application for change.

Non-Participating – This Policy will not share in any of our surplus earnings.

Suicide Exclusion – If the Insured dies by suicide, while sane or insane, within two years of the Policy Date, the Death Benefit Proceeds will be limited to an amount equal to the sum of the premiums paid. If this Policy has been reinstated and the Insured dies by suicide, while sane or insane, within two years of the latest reinstatement date, the Death Benefit Proceeds will be limited to an amount equal to the sum of the premiums paid since such date.

Misstatement – If the Insured's sex or birth date is misstated in the Application, we will adjust all policy benefits. The adjusted benefit amounts, end dates for benefits, and other features will be those that the most recent premiums paid would have purchased using the correct sex and birth date. The adjustment will occur whether the misstatement is discovered before or after the death of the Insured.

Additional Services – While this Policy is In Force, we may, either directly or through a third party service provider, provide you with access to independent living-related resources and discounted independent living-related goods and services.

Right to Add Benefits – From time to time we may offer additional benefits that could be available to your policy by rider or endorsement. To request such an additional benefit, you must submit to us a Written Request. You or the proposed Insured may be subject to new underwriting for any additional benefit requested. If an additional benefit requested is issued pursuant to this paragraph, we will send you a Supplemental Schedule of Coverage.

Risk Class Improvement – You will have an opportunity to improve your policy's Risk Class as compared to the Risk Class that applied when this Policy was issued. This may reduce the premiums you pay. Risk Class Improvements are allowed only on a policy anniversary and only after the second anniversary, up to and including age 70. In order to qualify for an improved Risk Class, you will be required to send us a Written Request and Evidence of Insurability. We reserve the right to request additional evidence as determined by underwriting. We reserve the right to charge a fee, not to exceed \$100. The effective date of the new Risk Class will be the first monthly Policy Date following the date all required conditions are met. We will send you a Supplemental Schedule of Coverage which will show the new Risk Class and new premiums.

Compliance – We reserve the right to make any change to the provisions of this Policy to comply with, or give you the benefit of, any federal or state statute, rule, or regulation, including but not limited to requirements for life insurance contracts under the Code or of any state. We will provide you with a copy of any such change, and file such a change with the insurance supervisory official of the state in which this Policy is delivered. You have the right to refuse any such change.

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LEVEL PREMIUM TERM LIFE INSURANCE

- Death Benefit Payable On The Death Of The Insured
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- Coverage To Age 95
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- Non-Participating
- Renewable